

COMMERCIAL RETAILER MASTER BUSINESS RULES



**Effective Date:
November 16, 2023 through April 10, 2024**

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COMMERCIAL PROMOTIONAL PROGRAMS – New Subscribers



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**DISH Business Advantage Promotional Program
(DBA24 Plus)**

Eligible Subscribers: New, first-time Commercial Subscribers.

Subscriber Qualification: [Commercial Subscriber Qualification](#) applies. Credit or debit card qualification and TIN or SSN qualification also applies.

DBA24 Plus	
Term Commitment	24 months
Activation Fee	\$0
Cancellation Fee	\$20.00 x months remaining in term commitment. Max = \$480

Non-refundable

Activation Fee: Payment is made to DISH prior to activation during the qualification process in Axiom.

First Billing Payment: Subscribers pay the following, where applicable, prior to activation of their DISH System.

	Non-refundable Activation Fee	Lease Upgrade Fees
Paid to DISH	X	X
Paid to Retailer		

Unreturned Equipment

Charges: Unreturned Equipment Charges apply.

Standard Fees: [Commercial Fees](#) apply.

Business Fees: Public and Private Commercial Subscribers must pay a monthly Business Fee based on the Eligible Commercial Programming selected:

Eligible Commercial Programming	Private Location Business Fee (Monthly)	Public Location Business Fee (Monthly)
Smart Pack, Flex Pack and DISH America	\$0	\$10
America's Top 120 and higher	\$15	\$40
DishLATINO Básico and Clásico	\$0	\$20
DishLATINO Plus	\$15	\$20
DishLATINO Dos	\$15	\$40
DishLATINO Max	\$15	\$40

EVO Fees: Public Commercial Subscribers may be required to pay a monthly EVO Fee based on the estimated viewing occupancy of a Public Location. The EVO Fee is in addition to the Business Fee.

EVO	EVO Fee (Monthly)
1-100	\$0
101-150	\$150
151-200	\$150
201-500	\$150
501+	\$350

Refer A Friend Credit: Subscribers may participate in the Refer A Friend (RAF) program to refer friends and family to DISH. The RAF program awards the referrer and referee with points for each referral, which can be redeemed for a variety of reward options.

A referrer must provide a referral code to the referee, which is entered at the time of sale by the Retailer.

Locations: Commercial Locations in the contiguous United States, Hawaii, Alaska, Puerto Rico, or U.S. Virgin Islands.

DISH Install Sales: Retailers may sell the DBA24 Plus Plan to Subscribers using the DISH Install flow in Axiom in the contiguous United States only.

Required Programming: Commercial Required Minimum Programming applies. Pay-Per-View programming or events and Premium packages may not be available to DBA24 Plus Subscribers through DISH. Subscribers may contact DISH for specific details surrounding the availability of these services.

Eligible Receivers: The below new or reconditioned Receivers are eligible for the DBA24 Plus Promotional Program.
Please Note: Subscriber Receiver Upgrade Fees will be charged according to best pricing for the Subscriber regardless of which Receiver is primary and which is secondary.

Eligible Receiver Models*	Primary Receiver Lease Upgrade Fee	Additional Receiver Lease Upgrade Fee
Hopper 3	\$50	N/A
Hopper 2	\$0	\$0
Hopper 1	N/A	N/A
Hopper Duo	\$0	N/A
4K Joey	N/A	\$50
Super Joey	N/A	\$0
Joey 1 / Joey 2 / Joey 3	N/A	\$0
Wireless Joey**	N/A	\$25
Wally	\$0	\$0

*Non-Hybrid LNBF Subscribers are not eligible for Hopper 3, Hopper 2, or Hopper 1 Receivers. Only a Hopper Duo can use a Non-Hybrid LNBF.

**A Wireless Joey Access Point will not be purchased by the Subscriber in Axiom; it will be added as a leased accessory to any account with a Wireless Joey.

MPEG-4 Receivers

All new Subscribers under a DBA24 Plus Plan must have only [MPEG-4](#) Receivers active on their account.

Wally Receivers

- Maximum of 6 Wally Receivers per Subscriber Account.
- A Wally can only be paired with other Wally Receivers and cannot be combined with other Receiver families on the same account.
- Install the Wally with a DPP LNBF, QAM, or Dual QAM adapter appropriate for the customer's location. The Wally is not compatible with the DPH LNBF.

DISH Outdoors

If a Subscriber has a DISH Outdoors Mobile Antenna, then such Subscriber may activate up to 2 purchased Wallys or up to 2 purchased ViP 211, ViP 211k, or ViP 211z Receivers on a Residential Account that has a Hopper 3, Hopper 2, Hopper 1, or Hopper Duo.

Equipment Limitations: Please see the [Equipment Limitations Overview](#) for compatible equipment configurations.

Other Eligible Equipment: A [SMARTBOX](#) may be installed at a Public/Private Location under the DBA24 Plus Plan. Retailers agree to be bound by the terms and conditions of the SMARTBOX Usage Rules.
 Subscriber must purchase DISH SMARTBOX and eligible blades and pro-cams at a price determined by the Retailer.
 Maximum of 1 chassis per Subscriber Account, per location.

- Installation:** Maximum of 14 pro-cams per Subscriber Account/system, per location. SMARTBOX cannot be used with non-SMARTBOX equipment on an account. A separate account is required for locations also installing DISH Receivers. Retailer must provide [Commercial Standard Professional Installation](#) of up to 6 Receivers, up to 6 televisions, an appropriate antenna and mounting hardware. Retailer must install and activate the new Commercial Subscriber Account within 30 days from the date the Subscriber Account Number was generated.
- Antenna Configuration:** The antenna displayed in the order entry tool must be installed.
- Plan Agreement:** DISH Business Advantage Commercial Plan Agreement

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FlexTV Business Promotional Program
(Flex TV Business)

Eligible Subscribers: New, first-time Commercial Subscribers.

Subscriber Qualification: [Commercial Subscriber Qualification](#) applies. No credit or debit card or SSN or ITIN required.

FlexTV Business	
Term Commitment	None
Non-refundable Activation Fee	\$150
Non-refundable International Programming Activation Fee	\$100
Non-refundable Latino Programming Activation Fee	\$25
Cancellation Fee	None

Special Billing: Subscribers pay for their first month’s programming, taxes and other fees prior to activation of their DISH System, and at all times thereafter must pay each month’s programming, taxes and other fees prior to the effective date of service.

First Billing Payment: Subscribers pay the following, where applicable, prior to activation of their DISH System.

	First Monthly Payment	Non-refundable Activation Fee	Receiver Upgrade Fees
Paid to DISH	X		
Paid to Retailer		X	X

Unreturned Equipment Charges: None.

Standard Fees: [Commercial Fees](#) apply.

Business Fees: Public and Private Commercial Subscribers must pay a monthly Business Fee based on the [Eligible Commercial Programming](#) selected:

Eligible Commercial Programming	Private Location Business Fee (Monthly)	Public Location Business Fee (Monthly)
Smart Pack, Flex Pack and DISH America	\$0	\$10
America’s Top 120 and higher	\$15	\$40
DishLATINO Básico and Clásico	\$0	\$20
DishLATINO Plus	\$15	\$20
DishLATINO Dos	\$15	\$40
DishLATINO Max	\$15	\$40

EVO Fees: Public Commercial Subscribers may be required to pay a monthly EVO Fee based on the estimated viewing occupancy of a Public Location. The EVO Fee is in addition to the Business Fee.

EVO	EVO Fee (Monthly)
1-100	\$0
101-150	\$150
151-200	\$150
201-500	\$150
501+	\$350

Refer A Friend: Subscribers may participate in the Refer A Friend (RAF) program to refer friends and family to DISH. The RAF program awards the referrer and referee with points for

each referral, which can be redeemed for a variety of reward options. A referrer must provide a referral code to the referee, which is entered at the time of sale by the Retailer.

Locations: Commercial Locations in the contiguous United States, Hawaii, Alaska, Puerto Rico, or U.S. Virgin Islands.

DISH Install Sales: Retailers may sell the FlexTV Business Plan to Subscribers using the DISH Install flow in Axiom in the contiguous United States only.

Required Programming: Commercial Required Minimum Programming applies. Pay-Per-View programming or events and Premium packages may not be available to FlexTV Business Subscribers through DISH. Subscribers may contact DISH for specific details surrounding the availability of these services.

Eligible Receivers: The below new or reconditioned Receivers are eligible for the FlexTV Business Promotional Program.
Please Note: Subscriber Receiver upgrade fees will be charged according to best pricing for the Subscriber regardless of which Receiver is primary and which is secondary.

Eligible Receiver Models*	Primary Receiver Upgrade Fee	Additional Receiver Upgrade Fee
Hopper 3	\$350	N/A
Hopper 2	\$100	\$100
Hopper 1	\$50	N/A
Hopper Duo	\$150	N/A
4K Joey	N/A	\$100
Super Joey	N/A	\$100
Joey 1 / Joey 2 / Joey 3	N/A	\$50
Wireless Joey**	N/A	\$50
Wally	\$100	\$100

*Non-Hybrid LNBF Subscribers are not eligible for Hopper 3, Hopper 2, or Hopper 1 Receivers. Only a Hopper Duo can use a Non-Hybrid LNBF.

**A Wireless Joey Access Point will cost \$50 but will not be purchased by the Subscriber in Axiom; it will be added as a leased accessory to any account with a Wireless Joey.

MPEG-4 Receivers

All new Subscribers under a FlexTV Business Plan must have only [MPEG-4](#) Receivers active on their account. Subscribers must at all times have only [MPEG-4](#) Receivers active on their account if they are located in an Eastern Arc Only [DMA](#) or Wichita, KS, or if they subscribe to a programming package in one of the following International language groups: Bengali, Filipino, Marathi, Pan-African, Taiwanese, Telugu or Vietnamese.

Wally Receivers

- Maximum of 6 Wally Receivers per Subscriber Account.
- A Wally can only be paired with other Wally Receivers and cannot be combined with other Receiver families on the same account.
- Install the Wally with a DPP LNBF, QAM, or Dual QAM adapter appropriate for the customer’s location. The Wally is not compatible with the DPH LNBF.

DISH Outdoors

If a Subscriber has a DISH Outdoors Mobile Antenna, then such Subscriber may activate up to 2 purchased Wallys or up to 2 purchased ViP 211, ViP 211k, or ViP 211z Receivers on a Residential Account that has a Hopper 3, Hopper 2, Hopper 1, or Hopper Duo.

Equipment Limitations: Please see the [Equipment Limitations Overview](#) for compatible equipment configurations.

Installation: Retailer must provide [Commercial Standard Professional Installation](#) of up to 6 Receivers, up to 6 televisions, an appropriate antenna, and mounting hardware. Retailer must install and activate the new Commercial Subscriber Account within 30 days from the date the Subscriber Account Number was generated.

Antenna Configuration: The antenna displayed in the order entry tool must be installed.

Plan Agreement: N/A

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SMARTBOX Public/Private Activation Plan

Eligible Subscribers: Commercial Subscribers who want to purchase their [SMARTBOX Headend](#) and related blade and module components and who subscribe to [Eligible Commercial programming](#).

Subscriber Qualification: Eligible locations installed by a SMARTBOX Certified Installers that also agree to be bound by the terms and conditions of the SMARTBOX Usage Rules.

Public/Private locations and Operators installing SMARTBOX utilizing IP or QAM Pro:Idiom encrypted outputs via the SMARTBOX are each required to have and maintain a **Pro:Idiom Transcoder License Agreement** executed by the Retailer and the Commercial Subscriber with DISH, or the Retailer must have and maintain a System Provider’s License Agreement for broadcasting directly with Zenith Electronics LLC.

Activation Requirements: Retailer submits a Public/Private SMARTBOX request case through salesforce.com.

Unreturned Equipment Charges: N/A

Standard Fees: [Commercial Fees](#) apply.

Business Fees: Public and Private Commercial Subscribers must pay a monthly Business Fee based on the Eligible Commercial Programming selected:

Eligible Commercial Programming	Private Location Business Fee (Monthly)	Public Location Business Fee (Monthly)
Smart Pack, Flex Pack and DISH America	\$0	\$10
America’s Top 120 and higher	\$15	\$40
DishLATINO Básico and Clásico	\$0	\$20
DishLATINO Plus	\$15	\$20
DishLATINO Dos	\$15	\$40
DishLATINO Max	\$15	\$40

EVO Fees: Public Commercial Subscribers may be required to pay a monthly EVO Fee based on the estimated viewing occupancy of a Public Location. The EVO Fee is in addition to the Business Fee.

EVO	EVO Fee (Monthly)
1-100	\$0
101-150	\$150
151-200	\$150
201-500	\$150
501+	\$350

Other Fees: A \$10.00 fee per pro-cam authorized per Subscriber Account/system.

A one-time fee \$325.00 fee is be applied for each chassis enabled with Pro:Idiom output.

Locations: The contiguous United States, Hawaii, Alaska, Puerto Rico, and U.S. Virgin Islands.

Required Programming: Commercial Required Minimum Programming applies.

Equipment: Subscriber must purchase DISH [SMARTBOX](#) and eligible blades and pro-cams at a price determined by the Retailer.
 Maximum of 1 chassis per Subscriber Account, per location.
 Maximum of 14 pro-cams per Subscriber Account/system, per location.

SMARTBOX cannot be used with non-SMARTBOX equipment on an account. A separate account is required for locations also installing DISH Receivers.

Installation: Subscriber must purchase installation at a price determined by the Retailer.

Alaska outside the [Authorized Alaska ZIP Codes](#): Retailers must install Subscribers in Alaska outside the Authorized Alaska ZIP Codes with a 30” or larger antenna for each orbital location that a programming signal is being received from.

Antenna Configuration: Eastern Arc Configurations, Western Arc Configurations, and International Configurations apply.

Customer Agreement: N/A

Promo Codes: N/A

Plans, Offers and Incentives: Commercial Subscriber Offers and reoccurring Retailer Incentives do not apply for the SMARTBOX Public/Private activation plan.

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SMARTBOX Lease Program

Eligible Location: New and Existing Multiple Dwelling Unit (MDU), Free-to-Guest (FTG) or Public/Private Locations that distribute Eligible Programming within the boundaries of such Eligible Location (with at least 1 SMARTBOX system) that do not require crossing any public right of way (collectively “[Eligible Locations](#)”). The owner of the applicable property must sign a SMARTBOX Lease Agreement for each Eligible Location and send such executed SMARTBOX Lease Agreement to DISH.

Qualification: Eligible Locations are subject to qualification by DISH.

Activation/Change Requirements: All requests (including downgrade requests) must be submitted through Salesforce.com. An Eligible Property may only elect to switch from a purchased SMARTBOX to the SMARTBOX Lease Program within 30 days following Eligible Property’s SMARTBOX activation date, as such date is determined by DISH in its Sole Discretion.

Excluded Programming: No minimum Programming required.

Installation Qualification: Each Eligible Location must be installed with a SMARTBOX by a SMARTBOX Certified Installer who has and maintains a valid SMARTBOX certification number with DISH. Installation must be performed in compliance with the current [SMARTBOX installation manual](#) available on DISH Portal. Additionally, the SMARTBOX must be powered on and connected to the DISH remote monitoring service at all times during the term of this lease.

Equipment Reimbursement: Retailer shall pay to DISH the full amount of the Retail Cost of the SMARTBOX chassis and additional add-on components as indicated below. Retailer shall be reimbursed the Retail Cost of the leased SMARTBOX chassis or the actual cost of the equipment whichever is less and additional add-on components as indicated below less any additional fees (*i.e.*, Pro:Idiom licensing fees).

SMARTBOX Lease Fees: Monthly Equipment Lease Fees, Retail purchase price and MSRP values are outlined below:

(Fees are charged monthly per component installed)

MDU, FTG, and Public/Private Monthly Equipment Fees:

Component	Monthly Lease Fee (each)	Retail Cost	MSRP
SMARTBOX Chassis	\$41.80	\$2,150.00	\$2,380.00
SMARTBOX QAM 16 Blade	\$28.70	\$1,530.00	\$1,700.00
SMARTBOX QAM 48 Blade	\$37.10	\$1,990.00	\$2,200.00
SMARTBOX QAM 96 Blade	\$49.60	\$2,600.00	\$2,900.00
SMARTBOX Receiver Blade	\$19.70	\$1,060.00	\$1,180.00
SMARTBOX Receiver w/Transcoder	\$44.70	\$2,360.00	\$2,610.00
SMARTBOX ATSC Blade	\$14.50	\$800.00	\$890.00
SMARTBOX NTSC Blade	\$29.20	\$1,530.00	\$1,700.00
SMARTBOX CMTS Blade	\$52.25	\$2,445.00	\$2,720.00
SMARTBOX Streaming Blade	\$62.70	\$2,750.00	\$3,040.00

In the event that an Eligible Bulk Property elects to switch from a purchased SMARTBOX to the SMARTBOX Lease Program within 30 days following Eligible Bulk Property’s SMARTBOX activation date, as such date is determined by DISH in

its Sole Discretion, then Eligible Bulk Property will be refunded the purchase price and be charged the Monthly Equipment Lease Fee as of the Eligible Bulk Property's SMARTBOX activation date, as such date is determined by DISH in its Sole Discretion.

Disconnection Requirements:

All disconnect requests must be submitted through Salesforce.com. When an Eligible Location terminates service, DISH shall retrieve the SMARTBOX chassis and additional components. **Retailer acknowledges and agrees that DISH shall enter the property to retrieve any equipment on such property.**

Disclaimer of Warranties: DISH MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, QUALITY, DESIGN, CONDITION, CAPACITY, SUITABILITY, MERCHANTABILITY OR PERFORMANCE OF THE EQUIPMENT OR OF THE MATERIAL OR WORKMANSHIP THEREOF. RETAILER ACCORDINGLY ACKNOWLEDGES AND AGREES NOT TO ASSERT ANY CLAIM WHATSOEVER AGAINST DISH BASED THEREON. RETAILER FURTHER ACKNOWLEDGES AND AGREES, REGARDLESS OF CAUSE, NOT TO ASSERT ANY CLAIM WHATSOEVER AGAINST DISH FOR LOSS OF ANTICIPATORY PROFITS OR CONSEQUENTIAL DAMAGES. No oral lease, guaranty, promise, condition, representation or warranty shall be binding upon DISH; all prior conversations, leases or representations related hereto and/or to the equipment are integrated herein, and no modification hereof shall be binding unless in writing signed by DISH.

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Institutional Residential Plan

- Eligible Subscribers:** Qualifying Institutional Residential Locations include, without limitation, fire stations, oil rigs, coast guard stations, EMT stations, corporate housing facilities, embassies, group homes/shelters and employee housing.
- Standard Fees:** Residential fees apply.
- Locations:** The contiguous United States, Hawaii, Alaska, Puerto Rico, and U.S. Virgin Islands.
- Required Programming:** Institutional Residential subscribers will be eligible for programming from DISH's standard Residential rate card, including without limitation, Premium channels. Pay-Per-View programming or events are not available to Institutional Residential subscribers through DISH.
- Eligible Receivers:** New or reconditioned Hopper 3, Hopper 2, Hopper 1, Hopper Duo, 4K Joey, Super Joey, Joey 1, Joey 2, Joey 3, Wireless Joey, Wally, ViP 211, ViP 211k, and ViP 211z.
Maximum of 25 total Receivers/50 tuners per Subscriber Account, per location.
Subscribers located in an Eastern Arc Only DMA must at all times have only [MPEG-4](#) Receivers active on their account.
- Equipment:** Subscriber must purchase equipment at a price determined by the Retailer.
- Installation:** Subscriber must purchase installation at a price determined by the Retailer.
- Antenna Configuration:** The antenna displayed in the order entry tool must be installed.

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Bulk Activation Plan

Eligible Subscribers:	New Bulk Subscribers with a minimum of 10 Billed Drops/Units who want to purchase their equipment.
Subscriber Qualification:	Qualifying Bulk Subscribers are not subject to a credit qualification. Property Billed Drop/Units count and business status are subject to audit validation.
Standard Fees:	Commercial Fees apply.
Other Fees:	Additional commercial fees may apply. A one-time \$325 fee will be applied for each chassis enabled with Pro:Idiom output. A one-time \$300 fee will be applied for each chassis enabled with DRM LYNK. A one-time \$1,000 HTVConnect fee will be applied for each Free-to-Guest property that enables EVOLVE® output on a SMARTBOX chassis, unless participating in the EVOLVE Incentive Program.
Locations:	The contiguous United States, Hawaii, Alaska, Puerto Rico, and U.S. Virgin Islands.
Required Programming:	Eligible Bulk Required Minimum Programming applies. Eligible Bulk Programming provided to 100% of the Units of the Bulk Property regardless of occupancy status. For Headend deployments subscribing to grandfathered ESPN Pack 2, ESPN Pack 3, ESPN Pack 4 and ESPN Pack 5 programming, all channels in the package must be displayed. For Headend deployments subscribing to grandfathered ESPN Ultimate programming, 5 of the 8 channels must be displayed. If subscribing to Prime or Premier, 552 or G4 (generation 4) smart cards are required.
Eligible Receivers:	New or reconditioned ViP 211, ViP 211k and SMARTBOX systems for Headend installs. New or reconditioned Hopper 3, Hopper 2, Hopper 1, Hopper Duo, 4K Joey, Wireless Joey, Super Joey, Joey 1, Joey 2, Joey 3, Wally, ViP 211, ViP 211k, and ViP 211z for L-band installs. For QAM installations, Hopper Duo, Joey 3, Joey 2, Joey 1, 4K Joey, Wireless Joey, and Wally are eligible Receiver models with the use of a Dual QAM Adapter. Subscribers located in an Eastern Arc Only DMA must at all times have only MPEG-4 Receivers active on their account.
Equipment:	Subscriber must purchase Receivers at a price determined by the Retailer.
Installation:	Subscriber must purchase installation at a price determined by the Retailer.
Antenna Configuration:	Eastern Arc Configurations apply.
Customer Agreement:	Bulk Activation and Change Request Form

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Entertainment Apps

The Commercial software code has been updated on the Wally and Hopper family. Entertainment applications will be disabled by default for most Free-to-Guest properties.

Eligible Subscribers: Entertainment Apps can be re-enabled on new or existing Bulk location sub-types listed in the table below that use a Wally and/or Hopper Receiver.

Approved Property Sub-Type	
Convent	Dormitory
Off-campus Student Housing	Military Barracks
Senior Living	Vacation Rentals

Notwithstanding the foregoing, DISH reserves the right to determine at any time and from time to time, in its Sole Discretion, whether a location qualifies as the Property Sub Types listed.

Eligible Receivers: Wally and Hopper Family Receivers.

Eligible Locations: Contiguous United States, Hawaii, Alaska, Puerto Rico, and U.S. Virgin Islands.

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Pre-Activation Plan for Bulk Properties

- Eligible Subscribers:** New Bulk Subscribers with a minimum of 10 Billed Drops/Units installed with a new [Headend](#) system.
- Subscriber Qualification:** Eligible locations using Eligible Receivers for the sole purpose of on-site testing, configuration and/or quality assurance activities of a Headend or [L-band](#) system that agree to be bound by the terms and conditions of these Business Rules. DISH may require reasonable proof of Retailer's testing needs (i.e., a recently signed right-of-entry agreement for 100% of the Drops/Units at the property). Participation in other promotional plans or offers must be pre-approved by DISH.
- Locations:** The contiguous United States, Hawaii, Alaska, Puerto Rico, and U.S. Virgin Islands.
- Eligible Programming:** Pre-Activation programming includes up to 30 days of Eligible Bulk Programming provided to 1 Billed Drop/Unit of the Property. Retailer agrees not to display the Pre-Activation programming in Drops/Units that are occupied or available for occupancy.
- Required Programming:** Bulk Required Minimum Programming applies. For [Headend](#) deployments subscribing to grandfathered ESPN Pack 2, ESPN Pack 3, ESPN Pack 4 and ESPN Pack 5 programming, all channels in the package must be displayed. For Headend deployments subscribing to grandfathered ESPN Ultimate programming, 5 of the 8 channels must be displayed. If subscribing to Prime or Premier, 552 or G4 (generation 4) smart cards are required.
- Limited Exception:** Use of the Pre-Activation programming pursuant to the terms and conditions set forth herein will not be considered a violation of [Section 2.7](#) of the Retailer Agreement.
- Eligible Receivers:** New or reconditioned ViP 211, ViP 211k and [SMARTBOX](#) systems for Headend installs. New or reconditioned Hopper 3, Hopper 2, Hopper 1, Hopper Duo, 4K Joey, Wireless Joey, Super Joey, Joey 1, Joey 2, Joey 3, Wally, ViP 211, ViP 211k, and ViP 211z for L-band installs. For QAM installations, Hopper Duo, Joey 3, Joey 2, Joey 1, 4K Joey, Wireless Joey, and Wally are eligible Receiver models with the use of a Dual QAM Adapter. Subscribers located in an Eastern Arc Only DMA must at all times have only [MPEG-4](#) Receivers active on their account.
- Installation:** Subscriber must purchase installation at a price determined by the Retailer.
- Antenna Configuration:** Eastern Arc Configurations apply.
- Customer Agreement:** Bulk Activation and Change Request Form. Subscriber agrees to be automatically billed for 100% of the Drops/Units after expiration of the 30-day test period. Each property may only utilize 1 test period, and no test period can exceed 30 days. In addition, test periods cannot be paused and/or re-started for any reason.

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Bulk Seasonal Properties Plan

Eligible Subscribers: New Bulk Subscribers (minimum seasonal average of 10 billed Drops/Units at property) that: (i) will purchase required equipment; and (ii) can satisfactorily demonstrate seasonal operations.

Eligibility to participate in Bulk Programming Plans will be determined after the weighted Drops/Units are established by DISH.

Subscriber Qualification: A property's participation in the Bulk Seasonal Properties Plan is in DISH's Sole Discretion and DISH may remove a property from the Bulk Seasonal Properties Plan at Any Time.

Property must be on file with the state Attorney General's office (or Secretary of State) as a campground, RV park, student housing, guest property resort or other seasonal property.

A notarized affidavit signed by the property owner attesting to the seasonal status of the property must be submitted to DISH with the property's name, address, closure dates, and total available units during such times.

For the purposes of student housing and RV parks, publicly published occupancy rates for partial facility closures are required to be submitted to DISH along with the notarized affidavit. DISH reserves its right to determine the acceptability of such publicly published occupancy rates in its Sole Discretion. In order to be eligible to participate in this Promotional Program for partial facility closures, the property must physically obstruct access to the closed Drops/Units, and the property must turn off power and other needed utilities to the closed Drops/Units.

- When filling out the Weighted Average Calculator: The participating property must subscribe to Programming for more than 6 months (183 days) per year.
- If the property is open for ANY day or days in a given month, the total drops/units for the property must be listed as its "Total Available Units"
- Properties where the total drops/units change throughout a given month must list the highest number of available units under "Total Available Units" for that month.

Qualifying Bulk Subscribers are not subject to a credit qualification. Property Drop/Unit count, Bulk Programming qualification and seasonal status are subject to audit validation.

Standard Fees: [Commercial Fees](#) apply.

Other Fees: Additional commercial fees may apply. A one-time \$325 fee will be applied for each chassis enabled with Pro:Idiom output. A one-time \$300 fee will be applied for each chassis enabled with DRM LYNK. A one-time \$1,000 HTVConnect fee will be applied for each Free-to-Guest property that enables EVOLVE output on a SMARTBOX chassis, unless participating in the EVOLVE Incentive Program.

Locations: The contiguous United States, Hawaii, Alaska, Puerto Rico, and U.S. Virgin Islands.

Required Programming: Eligible Bulk Programming provided to 100% of the Units of the Bulk Property regardless of occupancy status.

For [Headend](#) deployments subscribing to grandfathered ESPN Pack 2, ESPN Pack 3, ESPN Pack 4 and ESPN Pack 5 programming, all channels in the package must be displayed.

For Headend deployments subscribing to grandfathered ESPN Ultimate programming, 5 of the 8 channels must be displayed.

If subscribing to Prime or Premier, 552 or G4 (generation 4) smart cards are required.

Properties that disconnect, deactivate or downgrade programming while participating in this Promotional Program will no longer be eligible to participate in this Promotional Program.

Eligible Receivers:

New or reconditioned ViP 211, ViP 211k and [SMARTBOX](#) systems for Headend installs.

New or reconditioned Hopper 3, Hopper 2, Hopper 1, Hopper Duo, 4K Joey, Wireless Joey, Super Joey, Joey 1, Joey 2, Joey 3, Wally, ViP 211, ViP 211k and ViP 211z Receivers for [L-band](#) installs.

For QAM installations, Hopper Duo, Joey 3, Joey 2, Joey 1, 4K Joey, Wireless Joey, and Wally are eligible Receiver models with the use of a Dual QAM Adapter.

Subscribers located in an Eastern Arc Only DMA or Wichita, KS, must at all times have only [MPEG-4](#) Receivers active on their account.

Equipment:

Subscriber must purchase Receivers at a price determined by the Retailer.

Installation:

Subscriber must purchase installation at a price determined by the Retailer.

Antenna Configuration:

Eastern Arc Configurations apply.

Customer Agreement:

Bulk Activation and Change Request Form, Signed Affidavit, and Weighted Average calculator.

Account Status

Verification and Auditing: DISH, at its Sole Discretion, retains the right to audit the property at Any Time to verify eligibility status of the property, including, without limitation: (i) the number of Drops contained within the property; (ii) the property's business status as a campground, RV park, student housing facility or qualified seasonal property; and (iii) the operational status of the property.

Misrepresentation of the terms and conditions and/or failure to disclose material terms and conditions of a property's status may be deemed, as determined in DISH's Sole Discretion, to be fraud, breach, and/or default under your Retailer Agreement.

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Amenity Incentive Plan

Eligible Subscriber: New Bulk Subscribers with a minimum of 30 Units/ Total Drops and who upgrade their equipment to a SMARTBOX system.
 Any Bulk Subscribers who participate in this program must sign up for either a 36-month or a 60-month Term Commitment.
 Any Bulk Subscribers currently subject to a promotional commitment will be subject to the prorated chargeback as defined in the applicable promotional business rules.

Eligible Bulk Programming:

Bulk Subscribers must subscribe to either Premier, Prime, America’s Top 120 or higher programming.

Eligible Bulk Programming must be provided to 100% of the Drop/ Units at the Bulk Property regardless of occupancy status of such Drops/Units.

Standard Fees: [Commercial Fees](#) may apply.

If an Eligible Bulk Property subscribes to DISH Satellite Locals, an incremental fee will be applied to the Bulk Subscriber Account. Bulk Subscriber Accounts with a lease SMARTBOX will not be subject to the incremental fees outlined below:

Fees on Purchased Equipment	
Core Package	Incremental Fee per Drop
Premier/Prime	\$2.00
America’s Top 120 or higher	\$1.00

Locations: The contiguous United States, Hawaii, Alaska, Puerto Rico and U.S. Virgin Islands.

Eligible Receivers: All Receivers are eligible. Existing Bulk Subscribers who are not currently under an Amenity Incentive commitment and who upgrade their equipment to a SMARTBOX system.

Equipment: Subscribers located in an Eastern Arc Only DMA or Wichita, KS, must have only MPEG-4 Receivers.
 G4 (generation 4) smart cards are required.

Antenna Configuration: Eastern Arc Configurations apply.

Customer Agreement: Bulk Activation or Change Request Form.

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Amenity Renewal Incentive

Eligible Locations: Contiguous United States, Hawaii, Alaska, Puerto Rico, and U.S. Virgin Islands.

Eligible Subscriber: Existing Bulk Subscribers who have had a SMARTBOX installed for a minimum of 36 months.

Any Bulk Subscribers currently under a promotional commitment will be subject to a prorated chargeback as defined in the applicable promotional business rules.

Eligible Bulk Programming: Must subscribe to a minimum of America's Top 120.

Must deliver Locals Over-the-Air (OTA). DISH Satellite Locals is not eligible for this promotion.

Eligible Bulk Programming must be provided to 100% of the Drop/Units at the Bulk Property regardless of occupancy status of such Drops/Units.

Drop/Unit Count Requirements: Minimum drop/unit count of 30.

Minimum Term Commitment: Sixty (60) months or more.

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Amenity Renewal Enhancement Offers

Eligible Subscriber: Existing Bulk Free-to-Guest (FTG) hotel/motel/resort Locations within the contiguous United States, Hawaii, Alaska, Puerto Rico and U.S. Virgin Islands who have had a SMARTBOX® on site for a minimum of 36 months and are participating in the Amenity Renewal Offer.

OnStream Enhancement Requirements:

- Requires a sixty (60) month commitment.
- Minimum of Forty (40) Drops/Units.
- Minimum of America's Top 120 programming.
- DISH Satellite Locals are not eligible with this promotion.
- Offer available if Retailer signs up with Amenity Renewal, installs a Streaming blade, and adds the OnStream service at the same time.

Incentive: If the property meets all of the requirements above, the Retailer will be eligible to receive an Incentive equal to Ten and 00/100 Dollars (\$10) per Drop/Unit per property. This Incentive will be paid within thirty (30) days of all requirements being met.

Payment Code: AMENRNW_ENH_EVO

Evolve Enhancement Requirements:

- Requires a sixty (60) month commitment.
- Minimum of Forty (40) Drops/Units.
- Minimum of America's Top 120 programming.
- DISH Satellite Locals are not eligible with this promotion.
- Offer available if Retailer signs up with Amenity Renewal, Installs an Evolve box in all units, and takes either the Evolve Incentive Program or the Evolve \$2/Drop Program at the same time.

Incentive: If the property meets all of the requirements above, the Retailer will be eligible to receive an Incentive equal to Ten and 00/100 Dollars (\$10) per Unit/Drop per property. This Incentive will be paid within thirty (30) days of adding Amenity Renewal and the Evolve Incentive Program or Evolve \$2/Drop Program.

Payment Code: ENH_SB_STREAM

Evolve + OnStream Enhancement Requirements:

- Signs up with both the Evolve and OnStream Enhancement Offers.
- Property eligible to receive Six (6) months of the OnStream service at no charge.
- Properties that have at minimum 150 Drops/Units and a purchased SMARTBOX® will also be eligible to receive the Streaming blade at no cost.

Incentive: If the property meets all of the requirements above, the Retailer will be eligible to receive an Incentive equal to Twenty and 00/100 Dollars (\$20) per Unit/Drop per property (\$10 for the Evolve Enhancement and \$10 for the OnStream Enhancement). This Incentive will be paid within thirty (30) days of all requirements being met.

Payment Code: AMENRNW_ENH_ONST

Reimbursement: If the property meets all of the requirements above and has a minimum of 150 Drops/Units, the Retailer will be eligible to receive an equipment reimbursement in the amount of Two Thousand Seven Hundred and 00/100 Dollars (\$2,700) for the

SMARTBOX® Streaming Blade. This Incentive will be paid within thirty (30) days of all requirements being met.

Chargeback:

All Amenity Renewal Enhancement Incentives are subject to chargeback. A chargeback will occur if:

- The Account is terminated, disconnected or deactivated before the end of the minimum term commitment set forth above.
- The programming on the Account is downgraded below the minimum programming set forth above.
- The number of units falls below the minimum set forth above.

Chargeback will occur in accordance with the table set forth below.

Termination day following activation	Percentage Chargeback (60 month Commitment Period)
0-90	100%
91-180	95%
181-270	90%
271-360	85%
361-450	80%
451-540	75%
541-630	70%
631-720	65%
721-810	60%
811-900	55%
901-990	50%
991-1080	45%
1081-1170	40%
1171-1260	35%
1260-1350	30%
1351-1440	25%
1441-1530	20%
1531-1620	15%
1621-1710	10%
1711-1800	5%

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Commercial Bulk Over-the-Air (OTA) Antenna Program

Eligible Bulk Subscribers Bulk Properties that have: 4 ViP 211k Receivers; or an ATSC Blade for use with SMARTBOX. Not available in combination with the Amenity 36, Amenity 60, or Amenity ATSC 36 or 60 Programs.

Eligible Programming: OTA Locals.

General Requirements: For Eligible Bulk Properties to qualify for each of the following Equipment Credits:

- The DISH Retailer must have purchased the equipment directly from Echosphere or an [Authorized Distributor](#);
- DISH must have transferred the equipment directly to Retailer;
- The DISH Retailer must have installed the equipment at the qualifying Eligible Bulk Property Location; and
- The DISH Retailer can request an Equipment Credit by submitting an OTA Antenna Request case through Salesforce.

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Bulk Phased Construction Plan

Eligible Subscribers: New Bulk Subscribers with a minimum of 10 Billed Drops/Units beginning construction or Existing Bulk Subscribers under construction due to remodeling, fire, flood or other incapacitating factor who want to purchase their equipment. Eligibility to participate in other Bulk plans will be determined after the construction plan is approved.

Subscriber Qualification: Property must submit a notarized statement from Property Developer confirming construction on premises, copy of building permit and construction schedule completed on the Phased Construction Form located in SalesForce. Construction schedule may not exceed 2 years. The final Drop count will be determined by the property's status and DISH's Sole Discretion. Qualifying Bulk Subscribers are not subject to a credit qualification. Property, Unit count, business and construction status are subject to audit verification. Phased Construction locations that would like to qualify for the Amenity Incentive must:

- launch without the Amenity Incentive and re-qualify after construction is completed at then current program requirements and subject to program availability;
- launch with first phase (<100%) complete and be eligible for applicable Activation Incentives. Activation Incentives will not be modified as additional Units are installed; or
- launch with full (100%) unit count on the first day and be eligible for full Activation Incentive. Unit count cannot be modified downward during the term. Activation Incentive will not be modified as additional Units are installed.

Standard Fees: [Commercial Fees](#) apply.

Other Fees: Additional commercial fees may apply.

Locations: The contiguous United States, Hawaii, Alaska, Puerto Rico, and U.S. Virgin Islands.

Required Programming: Eligible Bulk Programming applies. Eligible Bulk Programming provided to 100% of the Units of the Bulk Property regardless of occupancy status. For [Headend](#) deployments subscribing to grandfathered ESPN Pack 2, ESPN Pack 3, ESPN Pack 4 and ESPN Pack 5 programming, all channels in the package must be displayed. For Headend deployments subscribing to grandfathered ESPN Ultimate programming, 5 of the 8 channels must be displayed. If subscribing to Prime or Premier, 552 or G4 (generation 4) smart cards are required.

Eligible Receivers: New or reconditioned ViP 211, ViP 211k Receivers, and [SMARTBOX](#) systems for Headend installs. New or reconditioned Hopper 3, Hopper 2, Hopper 1, Hopper Duo, 4K Joey, Wireless Joey, Super Joey, Joey 1, Joey 2, Joey 3, Wally, ViP 211, ViP 211k, and ViP 211z Receivers for [L-band](#) installs. For QAM installations, Hopper Duo, Joey 3, Joey 2, Joey 1, 4K Joey, Wireless Joey, and Wally are eligible Receiver models with the use of a Dual QAM Adapter. Subscribers located in an Eastern Arc Only DMA or Wichita, KS, must at all times have only [MPEG-4](#) Receivers active on their account.

Equipment: Subscriber must purchase Receivers at a price determined by the Retailer.

Installation: Subscriber must purchase installation at a price determined by the Retailer.

Antenna Configuration: Eastern Arc Configurations apply.

Customer Agreement: [Bulk Activation and Change Request Form](#), Letter from Contractor, and [Phased Construction Form](#) (Available on DISH Portal.)

Account Status

Verification and Auditing: DISH, at its Sole Discretion, retains the right to audit the property at any time for verification as to the construction status of the property.

Misrepresentation of the terms and conditions and/or failure to disclose material terms and conditions of a property's status may be deemed, as determined in DISH's Sole Discretion, to be fraud, breach, and/or default under your Retailer Agreement.

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EVOLVE® Usage Rules

- Eligible Subscribers:** New or existing Free-to-guest (FTG) Property Bulk locations, activating a SMARTBOX [Headend](#) to distribute programming to EVOLVE STBs in guest rooms.
- Activation Requirements:** Retailer submits the appropriate Activation and Change Request Form through salesforce.com (defined below).
- Submission of a valid Netflix® Agreement.
- Subscriber Qualification:** Eligible locations installed by a SMARTBOX Certified Installers that agree to be bound by the terms and conditions of these Usage Rules and the SMARTBOX Usage Rules. Guest Property locations and Retailers installing SMARTBOX units at Guest Property locations utilizing Pro:Idiom encrypted outputs are both required to execute, and at all times maintain, a Pro:Idiom Transcoder License Agreement with DISH.
- Additionally, each Guest Property location must be connected to the HTVConnect and the HTVConnect must be “fully functional” with the property’s management system. To be “fully functional” the HTVConnect must include (i.) the user credential clearing function and (ii.) the check-out function, OR, in lieu of both (i.) and (ii.) it may include an enabled time-based clearing feature of the Hotel Licensed Products.
- Installation Qualification:** Property must be installed by SMARTBOX Certified Installer who will have and maintain a valid SMARTBOX certification number with DISH. Installation must be performed in compliance with the current [SMARTBOX installation manual](#) available on DISH Portal per applicable deployment type.
- Content Protection Options:** SMARTBOX has the below approved content protection methodologies that must be employed by SMARTBOX Certified Installer to deliver content:
- Pro:Idiom – For FTG Properties, IP or QAM outputs may be encrypted by SMARTBOX with Pro:Idiom via the Pro:Idiom Feature Enabling Code. A one-time fee may be applied for each chassis enabled with Pro:Idiom output.
 - All SMARTBOX Content delivered to EVOLVE will be Pro:Idiom encrypted.
- DISH reserves the right to disqualify submissions that do not meet the requirements set forth in these Usage Rules.
- Locations:** The contiguous United States, Hawaii, Alaska, Puerto Rico
- Eligible Equipment:** Retailer must source DISH SMARTBOX, eligible blades and procams, EVOLVE (and associated accessories) and HTVConnect from DISH or an approved Distributor at Retailer’s own cost and expense.

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EVOLVE \$2/Drop Program

Eligible Subscriber: New or existing Bulk Free-to-Guest (FTG) hotel/motel/resort Locations within the contiguous United States, Hawaii, Alaska, Puerto Rico and U.S. Virgin Islands with a SMARTBOX® on site.

Property Eligibility: Requirements:

- Requires a sixty (60) month commitment.
- Property to be billed \$2.00 per month/drop for the duration of the commitment.
- At the completion of the sixty (60) month commitment, the property will no longer be charged the \$2 per Unit/Drop per month fee.
- Minimum Programming of America's Top 120.
- Minimum of Forty (40) Drops/Units.
- Not available in combination with Evolve Incentive Offer.
- Property retains ownership of the Evolve equipment.
- The one-time HTVConnect fee will be waived.

Connectivity:

- The property must have internet connectivity in all units.
- All units at the property must have at least one (1) Evolve box.

HTVC Equipment Reimbursement: If an HTVConnect system is installed at the property, the Retailer will be eligible to receive an equipment reimbursement in the amount of Five Hundred and 00/100 Dollars (\$500.00).

mDNS Casting Reimbursement: The Retailer will be eligible for reimbursement on the mDNS Casting Fee in the amount of Four Hundred Fifty and 00/100 Dollars (\$450.00) for the mDNS Casting Equipment.

Equipment Reimbursement: If the property meets all of the requirements above, the Retailer will be eligible to receive an activation incentive equal to One Hundred Nineteen Dollars and 00/100 (\$119.00) per unit/drop at the property. Each unit is only eligible for one (1) incentive payment even if the unit has multiple Evolve set top boxes. The payment process will be initiated following activation in Salesforce. Payment will occur within thirty (30) days following activation.

The monthly Evolve OpEx charge billed to the property will be eligible for Monthly COMMBULK Incentives.

Early Termination Fee: An early termination fee (ETF) of \$2.00 per Unit/Drop multiplied by the number of units and the number of whole months remaining in the Agreement shall be applied to the property directly if the Bulk Subscriber Account:

- The account is terminated, disconnected or deactivated before the end of the minimum term commitment set forth above.
- The programming on the account is downgraded below the minimum programming set forth above.
- The number of units falls below the minimum set forth above.

Chargeback: Both the HTV Equipment and mDNS Casting Reimbursement set forth above are subject to chargeback. A chargeback will occur if:

- The account is terminated, disconnected or deactivated before the end of the minimum term commitment set forth above.
- The programming on the account is downgraded below the minimum programming set forth above.

- The number of units falls below the minimum set forth above.

Chargeback will occur in accordance with the table set forth below.

Termination day following activation	Percentage Chargeback (60 month Commitment Period)
0-90	100%
91-180	95%
181-270	90%
271-360	85%
361-450	80%
451-540	75%
541-630	70%
631-720	65%
721-810	60%
811-900	55%
901-990	50%
991-1080	45%
1081-1170	40%
1171-1260	35%
1260-1350	30%
1351-1440	25%
1441-1530	20%
1531-1620	15%
1621-1710	10%
1711-1800	5%

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EVOLVE 60 Program

Eligible Locations: All Free-to-Guest hotel/motel/resort locations within the contiguous United States, Hawaii, Alaska, Puerto Rico and U.S. Virgin Islands with a SMARTBOX on site.

Property Eligibility:

Minimum Programming	America's Top 120
Minimum number of Units	Forty (40)

Requirements: The property must have internet connectivity in all units. All units on the property must have an EVOLVE box.

Minimum Term Commitment:

Sixty (60) months or more

HTV Equipment Reimbursement:

If an HTVConnect system is installed at the property, partner will be eligible to receive an equipment reimbursement in the amount of Five Hundred and 00/100 Dollars (\$500.00).

The one-time HTVConnect fee will be waived.

Evolve Incentive:

If the property meets all of the requirements above, and the property has an EVOLVE set-top-box in each unit at the property, then partner will be eligible to receive an activation incentive equal to Sixty Nine and 00/100 Dollars (\$69.00) per unit at the property. Each unit is only eligible for one (1) incentive payment even if the unit has multiple Evolve set top boxes.

Payment:

The payment process will be initiated following activation in Salesforce. Payment will occur within thirty (30) days following activation.

Chargeback:

Both the Evolve Incentive and the HTV Equipment Reimbursement set forth above are subject to chargeback. A chargeback will occur if:

- The account is terminated, disconnected or deactivated before the end of the minimum term commitment set forth above.
- The programming on the account is downgraded below the minimum programming set forth above.
- The number of units falls below the minimum set forth above.

Chargeback will occur in accordance with the table set forth below.

Termination day following activation	Percent Chargeback
0-90	100%
91-180	95%
181-270	90%
271-360	85%
361-450	80%
451-540	75%
541-630	70%
631-720	65%
721-810	60%
811-900	55%
901-990	50%
991-1080	45%
1081-1170	40%

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1171-1260	35%
1260-1350	30%
1351-1440	25%
1441-1530	20%
1531-1620	15%
1621-1710	10%
1711-1800	5%

Additional Rules:

DISH has the right to change the amount of any incentives set forth above at any time and without notice.

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SMARTBOX Usage Rules

Eligible Subscribers: New or existing MDU and Guest Property Bulk locations, as well as Public/Private locations listed in the table below, activating a [SMARTBOX Headend](#) to distribute programming.

Eligible Feature Deployments by Location Type			
Feature	MDU Locations	Guest Locations	Public/Private Locations
Pro:Idiom QAM	X	X	X
Pro:Idiom IP	X	X	X
HD Over Coax	X	N/A*	X*
Analog	X	X	X
DISH QAM	X	N/A	X
Verimatrix IP	X	X	X
Samsung Lynk	X	X	X

* See HD Over Coax Usage rules for complete listing
 Eligibility to participate in other promotional programs will be determined after each property’s eligibility for SMARTBOX usage is established by DISH.

Activation Requirements: Retailer submits the appropriate Activation and Change Request Form through salesforce.com (defined below).

Subscriber Qualification: Eligible locations installed by a SMARTBOX Certified Installers that agree to be bound by the terms and conditions of these Usage Rules.
 Guest Property locations and Retailers installing SMARTBOX at Guest Property locations utilizing Pro:Idiom encrypted outputs are both required to have and maintain a Pro:Idiom Transcoder License Agreement executed by the Retailer and the Guest Property with DISH, or Retailer must have and maintain a System Provider’s License Agreement for broadcasting directly with Zenith Electronics LLC.

Installation Qualification: Property must be installed by SMARTBOX Certified Installer who will have and maintain a valid SMARTBOX certification number with DISH. Installation must be performed in compliance with the current [SMARTBOX installation manual](#) available on DISH Portal per applicable deployment type.

Content Protection Options:

SMARTBOX has the below approved content protection methodologies that must be employed by SMARTBOX Certified Installer to deliver content:

- Pro:Idiom – For FTG Properties, IP or QAM outputs may be encrypted by SMARTBOX with Pro:Idiom via the SMARTBOX Transcoder. A one-time fee may be applied for each chassis enabled with Pro:Idiom output.
- HD over Coax – For MDU Properties and applicable FTG locations (non-Hotel/Motel) per HD Over Coax Business rules, SMARTBOX will apply an invisible Watermark to output enabled as HD over Coax via the SMARTBOX Transcoder. There are no additional fees for this protection. Operator is responsible for the purchase of SMARTBOX Transcoder modules as needed.

DISH reserves the right to disqualify submissions that do not meet the requirements set forth in these Usage Rules.

Locations: The contiguous United States, Hawaii, Alaska, Puerto Rico, and U.S. Virgin Islands.

Antenna Configuration: Eastern Arc, Western Arc, International, and Wichita, Kan., configurations apply.

Required Programming: Eligible Bulk Programming as applicable for MDU Properties and FTG Properties. Eligible Public/Private Programming, as applicable for Public/Private locations.
Excluded Programming: For all locations where a SMARTBOX is installed, Pay-Per-View programming or events, and all Premium movie channels including ,

SHOWTIME®, , STARZ®, Encore®, and Epix® are strictly prohibited in both digital HD and/or digital SD format(s). For MDU Bulk Properties (where a SMARTBOX is installed) that select Premium movie channels, only the analog or NTSC output may be used for Premium movie channel delivery. DISH reserves the right to change programming eligibility in its Sole Discretion and may add or remove programming at its Sole Discretion. For Guest Properties using SMARTBOX QAM or IP deployment, Pay-Per-View programming or events are not permitted.

Eligible Equipment: Retailer must source DISH SMARTBOX and eligible blades and procams from DISH or an approved Distributor at their own cost.

Installation & Approved Usage: No redistribution, resale or spin-off product use is permitted under any circumstances (including connection to PCs, broadcast equipment, or digital signage players using the same coaxial System) beyond the exclusive Eligible Subscriber Location. Mixed-use subscriber locations require one SMARTBOX per programming type (i.e., a University with video in both the dormitories and classrooms (Bulk and Public/Private) requires 2 separate SMARTBOXES).

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SMARTBOX Extended Warranty

Eligible Locations: New or existing Bulk Free-to-Guest (FTG) or Multiple Dwelling Unit (MDU) Property locations with a purchased SMARTBOX system.

Standard Fees: If an Eligible Bulk Property takes the SMARTBOX Extended Warranty plan, the below fee will be applied to the Bulk Subscriber Account.

Extended Warranty Monthly Charge	
Bulk MDU or FTG Locations	\$1.50 per Drop/Unit

Drop/Unit Count Requirements: Requires a minimum of ten (10) Drops/Units.

Promotion Offer: In the event that a SMARTBOX blade fails, DISH will exchange the blade and/or Chassis including shipping at no cost to the Property (See Purchased SMARTBOX Extended Warranty Agreement for more details).

Should a SMARTBOX blade need to be replaced, the Extended Warranty Plan shall entitle the Property to one service credit of up to Ninety-Five Dollars (\$95.00) in a twelve (12) month period. Retailer can request credit through a Salesforce case and must provide a copy of the invoice and the Serial Number for both the defective and replacement blade.

Minimum Term Requirement: Requires a twelve (12) month commitment. At the completion of the twelve (12) month commitment, the warranty will automatically renew on a month-to-month basis unless the Location contacts DISH to cancel. If the warranty is added to an account after being removed, a new twelve (12) month commitment will be required.

Incentives: The monthly charge for the SMARTBOX Warranty in bulk is eligible for Monthly Bulk Incentives.

Customer Agreement: SMARTBOX Extended Warranty Agreement

Locations: The contiguous United States, Hawaii, Alaska, Puerto Rico, and U.S. Virgin Islands.

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SMARTBOX – OnStream Usage Rules

The terms and conditions set forth in these SMARTBOX – OnStream Usage Rules (“Usage Rules”) are subject to (and without limitation of) the terms and conditions set forth in your agreement with DISH authorizing your sale of video, or such other form of agreement as may be determined by DISH Network L.L.C. (“DISH”) at Any Time in its Sole Discretion authorizing Operator to market, promote and solicit orders for Programming (the “Agreement”) and other applicable Business Rules. All capitalized terms shall have the meanings set forth in these Usage Rules or as otherwise referenced; any capitalized terms not defined herein shall have the meaning given to them in the Agreement. In the event of any conflict or inconsistency between the terms and conditions of these Usage Rules and/or the Agreement, the terms and conditions of the Agreement shall control. In the event of any ambiguity between or among the terms and conditions of the Usage Rules and/or the Agreement, DISH shall have the sole and exclusive authority to interpret and/or make a final determination in its Sole Discretion concerning any issue arising from such ambiguity.

Installation & Approved Usage:

No redistribution, resale or spin-off product use is permitted under any circumstances (including connection to PCs, broadcast equipment, or digital signage players using the same coaxial System) beyond the exclusive Eligible Subscriber Location. Mixed-use subscriber locations require one SMARTBOX per programming type (i.e., a University with video in both the dormitories and classrooms (Bulk and Public/Private) requires 2 separate SMARTBOXES).

Authenticated WiFi Distribution:

Subject to all terms and conditions of these Usage Rules, Operator may distribute Bulk Programming to Authenticated Subscribers (as defined below) using one or more SMARTBOX systems outputting to a closed (i.e., not accessible to the public) and encrypted IP based system over a locally managed digital WiFi network at Eligible Locations (as defined below) (the “Authenticated WiFi Distribution”); provided that in no event shall any Bulk Programming accessed via Authenticated WiFi Distribution: (i) cross any public right of way; or (ii) be accessible over the Public Internet. As used herein, the term “SMARTBOX” means the DISH system, related chassis, blade and module components used to receive, modulate, transcode, encrypt and output DBS signals into various formats. As used herein, the term “Public Internet” means the internet that is accessible by the general public (e.g., via a uniform resource locator on the world-wide-web).

Authenticated Subscribers:

Operator shall only authorize individuals that meet all of the following criteria (“Authenticated Subscribers”) to receive and/or access Authenticated WiFi Distribution: (i) current resident of a Unit of an Approved Location for which Operator is invoiced for Bulk Programming pursuant to the Agreement (a “Permitted Unit”); and (ii) utilizes such individual’s ID number and password, or similar account login identifier, capable of identifying such individual, (the “Approved Login”), to access the Authenticated WiFi Distribution.

Eligible Locations:

New or existing locations within the continental United States, Hawaii, Alaska and Puerto Rico that receives Programming within the boundaries of such approved location and adjacent locations that do not require crossing any public right of way (collectively “Eligible Locations”).

Notwithstanding the foregoing, DISH reserves the right to determine at any time and from time to time, in its Sole Discretion, whether a location constitutes an Eligible Location or is more appropriately considered another type of location.

Excluded Programming:

In no event shall any of the following Programming be distributed via SMARTBOX or any other DISH equipment over the Authenticated WiFi Distribution: (i) any Programming that is not a live linear stream including, without limitation, any On Demand Programming or events; (ii) any Pay-Per-View programming or events; and (iii) any satellite delivered local networks.

DISH expressly reserves the right to change the Eligible Bulk Programming eligible for participation under these Usage Rules at Any Time in its Sole Discretion and may add or remove any Programming, lower the resolution of any Programming or block or black-out any Programming from Authenticated WiFi Distribution at Any Time in its Sole Discretion.

System Requirements: In order to conduct Authenticated WiFi Distribution, Operator must: (i) engage in geolocation of each Authenticated Subscriber's device no less frequently than once each minute of usage to ensure that such device is physically present in an Eligible Location; (ii) immediately interrupt, cease or discontinue an Authenticated Subscriber's device's reception of Authenticated WiFi Distribution if such device is no longer physically present at an Eligible Location; (iii) protect the Eligible Bulk Programming subject to such Authenticated WiFi Distribution with the highest standard of digital rights management (DRM) software; (iv) ensure that an Authenticated Subscriber's Approved Login is entered prior to accessing or utilizing the programming on any device and is entered no less frequently than once per six (6) month period thereafter (the "Device Setup"); (v) authenticate, based upon the device ID for each Device for which an Authenticated Subscriber has completed the Device Setup, that an Authenticated Subscriber remains an Authenticated Subscriber in good standing at the start of each streaming session and no less frequently than once per every twenty-four (24) hours thereafter (which authentication, for clarity, shall not require the further input of the Authenticated Subscriber's Approved Login); and (vi) ensure that the DISH logo is displayed in any customer facing video distribution user interface.

**Cessation of
Authenticated WiFi
Distribution:**

DISH reserves the right to cause Operator to discontinue the provision of Authenticated WiFi Distribution, in whole or in part (e.g., with respect to any one or more Bulk Programming channels or at one or more Eligible Locations), at Any Time in DISH's Sole Discretion. Upon receipt of notice of DISH's election to discontinue the provision of Authenticated WiFi Distribution, Operator shall promptly, but in no event later than two (2) Business Days of receipt of such notice, discontinue the provision of Authenticated WiFi Distribution in accordance with the terms of such notice.

**Viewer Measurement
Data:**

Operator will report to DISH on a monthly basis or more frequently as requested at Any Time by DISH in its Sole Discretion the following: (i) the total number of Authenticated Subscribers; (ii) the total number of devices authorized for Authenticated WiFi Distribution; and (iii) the following viewer measurement data on an anonymized basis for each Authenticated Subscriber: (a) time of access; (b) duration of access; (c) Programming content accessed; and (d) device category (e.g. laptop, phone, tablet) and type (e.g. iPhone 6, Samsung Galaxy Note, etc.) used. DISH reserves the right to require additional viewer measurement data at Any Time in its Sole Discretion.

**Installation
Qualification:**

Each Eligible Location must be installed with a SMARTBOX by a SMARTBOX Certified Installer who has and maintains a valid SMARTBOX certification number with DISH; provided that, subject to the terms and conditions contained herein, multiple Eligible Locations may receive Authenticated WiFi Distribution via a shared SMARTBOX. Installation must be performed in compliance with the current [SMARTBOX installation manual](#) available on the DISH Portal.

**Video Access Point
Fees:**

In order to engage in Authenticated WiFi Distribution, Operator shall pay DISH a monthly fee (per the Rate Card) per Unit at each Eligible Location engaged in Authenticated WiFi Distribution the ("Access Point Fee"); provided that Operator may request that the Access Point Fee be calculated in accordance with the Bulk

Seasonal Properties Plan Business Rule and upon Operator's satisfying all terms and conditions thereof, including, without limitation, providing DISH with the number of Units per month and Operator's affidavit, DISH shall use the weighted average occupancy (as calculated on a per Unit basis) to determine the Access Point Fee. Operator hereby acknowledges and agrees that the Access Point Fee is in addition to any fees or charges enumerated in the Agreement, including, without limitation, any Bulk Programming charges. The final determination of the number of Units or the number of Units subject to the Access Point Fee will be made pursuant to the DISH Commercial Retailer Master Business Rules.

Limited Modification of Agreement:

Notwithstanding the prohibitions on reproduction, modification, addition and editing or super-imposition of Programming set forth in Section 4(f) (Redistribution Prohibited) and Section 6(h)(4) (Superimposition; Split-Screen) of the Agreement, Operator is hereby authorized to utilize the SMARTBOX located at each Eligible Location to include an embedded Watermark in any Programming subject to Authenticated WiFi Distribution.

Disclaimer of Warranties: DISH MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, AND IMPLIED, IN CONNECTION WITH THE OPERATION, OR CONTINUED AVAILABILITY, OF AUTHENTICATED WIFI DISTRIBUTION, THE VISUAL OR AUDIO QUALITY OF ANY PROGRAMMING TRANSMITTED VIA AUTHENTICATED WIFI DISTRIBUTION, THE ABILITY OF ANY AUTHENTICATED SUBSCRIBER'S DEVICE TO ACCESS AUTHENTICATED WIFI DISTRIBUTION, ANY EQUIPMENT USED IN CONNECTION WITH AUTHENTICATED WIFI DISTRIBUTION, OR ANY THIRD PARTY PRODUCT, SOFTWARE OR APPLICATION USED IN CONNECTION WITH AUTHENTICATED WIFI DISTRIBUTION, INCLUDING, WITHOUT LIMITATION: (I) ANY WARRANTIES UNDER THE UNIFORM COMMERCIAL CODE; (II) ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, TITLE OR NON-INFRINGEMENT; AND (III) ANY WARRANTIES OTHERWISE IMPLIED AT LAW OR IN EQUITY.

Limitation of Liability:

OPERATOR ACKNOWLEDGES AND AGREES, AND BY IMPLEMENTING ANY AUTHENTICATED WIFI DISTRIBUTION THEREBY COVENANTS NEVER TO CONTEND TO THE CONTRARY, THAT NEITHER DISH NOR ANY OF ITS AFFILIATES SHALL BE RESPONSIBLE OR LIABLE TO OPERATOR, ANY PERSON OR ENTITY CLAIMING THROUGH OPERATOR, OR ANY THIRD PARTY FOR: (I) THE CONTENT OF ANY PROGRAMMING; (II) THE OPERATION OF THE AUTHENTICATED WIFI DISTRIBUTION INCLUDING, WITHOUT LIMITATION, RECEPTION OF PROGRAMMING BY ANY AUTHENTICATED SUBSCRIBER; (III) MONITORING THE AUTHENTICATED WIFI DISTRIBUTION; (IV) ANY SUSPENSION OR TERMINATION OF BULK PROGRAMMING; (V) ANY LICENSING FEES, ROYALTIES, OR OTHER COSTS OF ANY THIRD PARTY PRODUCT, SOFTWARE, APPLICATION, TECHNOLOGY OR OTHER INTELLECTUAL PROPERTY RIGHT UTILIZED IN CONNECTION WITH AUTHENTICATED WIFI DISTRIBUTION; (VI) ANY CESSATION OR DISCONTINUATION OF THE AUTHENTICATED WIFI DISTRIBUTION; (VII) ANY EQUIPMENT USED IN CONNECTION WITH AUTHENTICATED WIFI DISTRIBUTION; OR (VIII) THE FINAL ACCESS POINT FEE AMOUNTS DETERMINED AND BILLED BY DISH.

Auditing:

DISH, in its Sole Discretion, retains the right to audit, to determine compliance with these Usage Rules. DISH reserves the right to remotely gather diagnostics, logs, and performance data, and share that information with its Affiliates for quality control purposes.

THESE BUSINESS RULES ARE SUBJECT TO CHANGE FOR ANY REASON OR NO REASON AT ANY TIME AND FROM TIME TO TIME AT THE SOLE DISCRETION OF DISH UPON NOTICE TO OPERATOR. THESE BUSINESS RULES SUPERSEDE ANY AND ALL PRIOR VERSIONS IN THEIR ENTIRETY.

SMARTBOX Lease 60 Incentive Plan Bulk

- Eligible Subscriber:** New Bulk Subscribers with a minimum of 30 Units/Total Drops or an existing property that upgrades their existing equipment to a SMARTBOX system.
- Term Commitment:** 60 months
- Eligible Bulk Programming:** America’s Top 120 or higher programming.
DISH Satellite Locals are not eligible for this promotion.
- Eligible Bulk Programming must be provided to 100% of the Drop/ Units at the Bulk Property regardless of occupancy status of such Drops/Units. The number of Drops/Units associated with an applicable Bulk Subscriber Account is subject to verification by DISH.
- Standard Fees:** [Commercial Fees](#) may apply.
- Locations:** The contiguous United States, Hawaii, Alaska, Puerto Rico and U.S. Virgin Islands.
- Eligible Receivers:** SMARTBOX only.

SMARTBOX Lease 60 Incentive Plan Public/Private

Eligible Subscriber:	New or existing Subscribers that install a Leased SMARTBOX system.
Term Commitment:	60 months
Eligible Programming:	America’s Top 120 or higher programming.
Standard Fees:	Commercial Fees may apply.
Locations:	The contiguous United States, Hawaii, Alaska, Puerto Rico and U.S. Virgin Islands.
Eligible Receivers:	SMARTBOX only.

HD Over Coax Usage Rules for HD Headends

Eligible Subscribers: New or existing Bulk locations listed in the table below that use a [Headend](#) to distribute programming.

Eligible HD Over Coax Locations		
MDU Locations	Non-Hotel Guest Locations	Public/Private Commercial Locations
Apartments	Hospitals	Fitness centers
Condominiums	Assisted living	Professional services
Mobile home parks	Senior care	Retail stores
Townhomes	RV parks	Stadiums / Arenas
Universities	Prisons	Bars / Restaurants
Student housing	Vacation Rentals	

Strictly Prohibited Locations:

- Guest property locations including hotels, motels, and resort facilities.
- Single family communities and/or residences.

Not applicable to [L-band](#) installed locations.

Notwithstanding the foregoing, DISH reserves the right to determine at Any Time and from time to time, in its Sole Discretion, whether a location constitutes a Hotel, Motel, or Resort or if a location is more appropriately considered another type of location.

Subscriber Qualification: Eligible locations using Approved HD Encoders (defined below) and Eligible Receivers (defined below) in a Headend system that agree to be bound by the terms and conditions of these usage rules.
 DISH reserves the right to disqualify submissions that do not meet the requirements set forth in these usage rules.

Locations: The contiguous United States, Hawaii, Alaska, Puerto Rico, and U.S. Virgin Islands.

Required Programming: [Eligible Commercial Programming](#) and Bulk Programming.

Excluded Programming: **For all locations using a HD Over Coax deployment, Pay-Per-View programming or events and Premium movie channels including , SHOWTIME®, STARZ® and Encore® are strictly prohibited in both digital HD and/or digital SD format(s).** For MDU Bulk Properties (where an HD Over Coax deployment is used) that select Premium movie channels, only the analog or NTSC output may be used for Premium movie channel delivery.
 DISH reserves the right to change programming eligibility in its Sole Discretion and may add or remove programming at its Sole Discretion.

Limited Exception: Reproduction, modification and addition as identified in the Commercial Customer Agreement will have the limited exception to allow the use of Approved HD Encoders at the Headend to include embedded Watermarking.

Eligible Receivers: New or reconditioned ViP 211, ViP 211k and ViP 211z Receivers and [SMARTBOX](#) system with procam(s).

Eligible Equipment: Retailer must source DISH Approved HD Encoder models at their own cost, at the price, terms and conditions determined by an approved vendor:

DISH Approved HD Over Coax Equipment		
Vendor Name	Model	Minimum Firmware Version
Blonder Tongue Laboratories, Inc.	HDE-8C-QAM	6370-1
DISH Network, LLC	DN003394	0.1.44
Televés USA, LLC	563801	1.00.00079
Televés USA, LLC	563802	1.00.00081
Televés USA, LLC	563811	1.00.00079
Televés USA, LLC	563821	1.00.00080

ZeeVee Inc.	HDb2380	1.5.0.26260
ZeeVee Inc.	HDb2520	1.5.0.26260
ZeeVee Inc.	HDb2540	1.5.0.26260
ZeeVee Inc.	HDb2620	1.5.0.26260
ZeeVee Inc.	HDb2640	1.5.0.26260

Installation & Approved Usage:

HD Programming may be distributed via [Headend](#) when an Approved HD Encoder is connected via Ethernet port to each DISH Receiver to enable the watermarking feature and used with the applicable equipment software version and/or firmware version maintained at all times.

No addition, alteration, editing, modification, or reproduction to Programming is permitted under any circumstances beyond the embedded Watermark image and DISH Receiver number, whether or not the Watermark is displayed to end users.

No redistribution, resale, or spin-off product use is permitted under any circumstances (including connection to PCs, broadcast equipment, or digital signage players using the same coaxial System) beyond the exclusive Eligible Subscriber Location.

Antenna Configuration: Eastern Arc Configurations apply.

HD Over Coax Election Form:

For Bulk Locations, select the HD Over Coax box on the Bulk Activation and Change Request Form. For Public/Private Locations, add the HD Over Coax Service to the account during set up.

Liability:

DISH has no responsibility or liability with respect to: (i) the content of the authorized Watermark being displayed; (ii) reception of the Watermarked programming content by any end user; (iii) monitoring the use and distribution of the authorized Programming content; (iv) suspension or termination of HD Programming using embedded Watermarks; or (v) fees, royalties, trademark or license rights from using independent Watermarking equipment or applications.

DISH makes no representations or warranties with respect to third-party products and applications.

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Electronic Program Guide (EPG) Data Access Service Promotional Program for Free-to-Guest (FTG) Properties

- Eligible Subscribers:** All new or existing Guest Properties with a minimum of 10 billed Drops/Units, including hotel, motel, timeshare, or other temporary lodging facility installed with [Headend](#) services with DISH Receivers and a third-party EPG Application, or [SMARTBOX](#) system with internal EPG Application.
Not applicable to MDU Properties and/or [L-band](#) installed locations.
- Subscriber Qualification:** Guest Properties are not eligible if: (i) Retailer does not display an EPG or, (ii) Retailer displays an EPG but utilizes alternative program guide data. DISH may require reasonable proof of Retailer's contractual rights to such alternative sources.
- Purchase Price:** The EPG Data Access Service Fee is **\$0.25 per Drop/Unit per month** and is non-incentivized. In SMARTBOX installed locations with an internal EPG Application only, the EPG Data Access Service Fee is waived. If a SMARTBOX installed location outputs the guide data in any manner, including, without limitation, via the use of a third-party piece of equipment, the fee will apply. The EPG Data Access Service fee counts towards the qualification of other promotional plans or offers.
EPG Data Access Service may not be re-sold at a different price.
EPG Data Service may be conditioned, tied, or otherwise bundled to the purchase of other products specific to Eligible Subscribers and/or Eligible Receivers.
- DISH EPG Data Usage:** The EPG Data Access Service provides the non-exclusive right to use licensed program guide data with SMARTBOX or into guide applications for individuals staying at qualifying Guest Properties.
Retailers may source third-party software or hardware solutions at their own cost to render an EPG onto televisions and are subject to the terms, licenses and conditions associated therein.
- Authorized EPG Content:** Data content includes up to 3 days of forward-looking listings (date, time, channel), titles, program durations, subtitles or episodes, descriptions of content (e.g., movies, sports, news/business), program or movie descriptions, 3 actors, creation years, text-based closed-captioning indicators (CC), text-based audio format indicators (Stereo or Dolby), ratings, genres and trademarked program channel logos.
- Unauthorized EPG Content:** Use of the images and/or photographs contained in the EPG is prohibited.
- Delivery of EPG Data:** EPG data is available via SMARTBOX and all eligible DISH Receivers. EPG Data may be distributed throughout a Guest Property using a DISH EPG application, SMARTBOX, or via an independent EPG Provider application. Third-party applications may render their guides on televisions, mobile devices, or websites specific to a single Guest Property location so long as the EPG data is not significantly altered (except so as to reasonably accommodate delivery).
No redistribution, resale, or spin-off product use is permitted under any circumstances.
No editing, alteration, or modification to the data is permitted under any circumstances (including program channel logos) that renders the data inaccurate or changes its inherent meaning.
- Locations:** The contiguous United States, Hawaii, Alaska, Puerto Rico, and U.S. Virgin Islands.
- Eligible Equipment:** New or reconditioned SMARTBOX systems and ViP 211k Receivers only.
- Equipment:** Subscriber must purchase Receiver from DISH or an authorized DISH reseller at a price determined by the Retailer.
- Liability:** DISH has no responsibility or liability to third-party applications with respect to: (i) the content of the authorized data content; (ii) reception of the data by any Guest Property; (iii) monitoring the use and distribution of the authorized data content to qualifying properties; (iv) the collection of any fees or taxes from Qualifying

Subscribers to Retailers; (v) suspension or termination of Qualifying Subscribers using EPG data from DISH; or (vi) fees, royalties, trademark or license rights from using independent EPG data or applications.
DISH makes no representations or warranties with respect to third-party products and applications.

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SHOWTIME® Commitment Offer Plan

Eligible Subscriber: New or Existing Guest Property and Dormitory Bulk Subscribers with a minimum of 10 Units/Total Drops.
Participation in this plan in conjunction with other Bulk Plans is subject to qualification solely on terms and conditions of the SHOWTIME® Commitment Offer Plan.

Subscriber Qualification: Qualifying Bulk Subscribers are not subject to a credit qualification. Property Billed Drops/Units count and business status are subject to audit validation. Must not have subscribed to Showtime in the past 2 years. Existing Guest Property and Dormitory Bulk Subscribers must have subscribed and received, at minimum, a Premium Package for at least 2 years to qualify for this SHOWTIME Commitment Offer Plan; provided, however, that such Existing Guest Properties and Dormitory Bulk Subscribers could not have subscribed to Showtime in the past 2 years.

SHOWTIME®	
Term Commitment	36 months
Minimum Programming	Essentials + SHOWTIME® + Premium Package

Programming: Eligible Bulk Programming and Showtime® provided to 100% of the Units of the Bulk Property regardless of occupancy status.

Special Terms: Premium programming received under the SHOWTIME® Offer Plan is considered Eligible Bulk Programming and is eligible for Incentive payments.

Renewal Term After the initial 3-year term commitment set forth above, the SHOWTIME® Commitment Offer Plans will renew automatically on a month-to-month basis (each, a “Renewal Term”) unless DISH is contacted to cancel the services. After the initial 3-year term commitment has ended, the Showtime rate will return to the then-current Showtime rate.

Standard Fees: [Commercial Fees](#) apply.

Early Termination Fee: If the Subscriber fails to complete the Term Commitment, DISH will have the right to charge \$1.00 per Drop/Unit per month for the number of whole months remaining in the Term Commitment, up to and not in excess of \$2,500.00 (the “SHOWTIME® Cancellation Fee”). If services are canceled during a Renewal Term, DISH will have the right to charge the SHOWTIME® Cancellation Fee during such Renewal Term.

Locations: The contiguous United States, Hawaii, Alaska, Puerto Rico, and U.S. Virgin Islands.

Customer Agreement: Bulk Activation and Change Request Form

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SHOWTIME® No Commitment Offer

Subscriber Qualification: New or Existing MDU or FTG properties with a minimum of 10 Units/Drops that have not subscribed to SHOWTIME® in the past 12 months.

Qualifying Bulk Subscribers are not subject to a credit qualification. Property Billed Drops/Units count and business status are subject to audit validation.

SHOWTIME®	
Term Commitment	No Commitment
Minimum Programming	Essentials + SHOWTIME®

Programming: Eligible Bulk Programming and Showtime® provided to 100% of the Units of the Bulk Property regardless of occupancy status.

Special Terms: Premium programming received under the SHOWTIME® Offer Plan is considered Eligible Bulk Programming and is eligible for Incentive payments.

Standard Fees: [Commercial Fees](#) apply.

Locations: The contiguous United States, Hawaii, Alaska, Puerto Rico, and U.S. Virgin Islands.

Customer Agreement: Bulk Activation and Change Request Form

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STARZ®/Encore® Commitment Offer Plan

Eligible Subscriber: New or Existing Guest Property and Dormitory Bulk Subscribers with a minimum of 10 Units/Total Drops.
Participation in this plan in conjunction with other Bulk Plans is subject to qualification solely on terms and conditions of the STARZ®/Encore® Commitment Offer Plan.

Subscriber Qualification: Qualifying Bulk Subscribers are not subject to a credit qualification. Property Billed Drops/Units count and business status are subject to audit validation.

STARZ®/Encore®	
Term Commitment	36 months
Minimum Programming	Essentials + STARZ®/Encore®

Programming: Eligible Bulk Programming Starz® and Encore® provided to 100% of the Units of the Bulk Property regardless of occupancy status.

Special Terms: Premium programming received under the STARZ®/Encore® Offer Plan is considered Eligible Bulk Programming and is eligible for Incentive payments.

Renewal Term After the initial 3-year term commitment set forth above, the STARZ/Encore Commitment offer plans will renew automatically on a month-to-month basis (each, a “Renewal Term”) unless DISH is contacted to cancel the services.

Standard Fees: [Commercial Fees](#) apply.

Early Termination Fee: If the Subscriber fails to complete the Term Commitment, DISH will have the right to charge \$1.00 per Drop/Unit per month for the number of whole months remaining in the Term Commitment, up to and not in excess of \$2,500.00 (the “STARZ®/Encore® Cancellation Fee”). If services are canceled during a Renewal Term, DISH will have the right to charge the STARZ®/Encore® Cancellation Fee during such Renewal Term.

Locations: The contiguous United States, Hawaii, Alaska, Puerto Rico, and U.S. Virgin Islands.

Customer Agreement: Bulk Activation and Change Request Form

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COMMERCIAL RETAILER MASTER BUSINESS RULES

COMMERCIAL PROMOTIONAL PROGRAMS – Existing Subscribers



**Effective Date:
November 16, 2023 through April 10, 2024**

DBA Change Receiver Promotional Program

Eligible Subscribers: Existing Commercial Subscribers.

Subscriber Qualification: [Existing Commercial Subscriber Qualification](#), including verification that the Subscriber does not have a delinquent balance past 30 days.

DBA Change Receiver	
Term Commitment	24 months
Cancellation Fee	\$20.00 x months remaining in term commitment. Max = \$480

Unreturned Equipment Charges: Unreturned Equipment Charges apply.

Standard Fees: [Commercial Fees](#) apply.

Other Fees: The Technician Visit Fee applies.

Locations: Commercial Locations in the contiguous United States, Hawaii, Puerto Rico, U.S. Virgin Islands or an Authorized Alaska ZIP Code.

Required Programming: Eligible Commercial Programming applies.

Eligible Receivers: The below new or reconditioned Receivers are eligible for the Public/Private Change Receiver Promotional Program. Receivers may only be exchanged for Receivers in a higher Receiver model family. Please see the Master List of Definitions for Receiver model families. Added Receivers do not need to be from a different Receiver model family. Subscribers located in an Eastern Arc Only DMA may only upgrade to [MPEG-4](#) Receivers.

Non-Refundable Receiver Upgrade Fees Per Receiver Collected by DISH				
Receiver Models	Plan A	Plan B	Plan C	Plan D
Hopper 3*	\$100	\$150	\$150	\$350
Hopper 2	\$0	\$0	\$50	\$300
Hopper 1	\$0	\$0	\$25	\$50
Hopper Duo	\$0	\$0	\$25	\$150
4K Joey	\$50	\$50	\$50	\$100
Super Joey***	\$10	\$10	\$10	\$100
Joey***	\$10	\$10	\$10	\$50
Wireless Joey**	\$25	\$25	\$25	\$50
Wally	\$0	\$0	\$0	\$100
ViP 211, ViP 211k, ViP 211z	\$0	\$0	\$0	\$50

*Hopper 3 Plan A 50% Discount: DISH collects \$50. Hopper 3 Plan A 100% Discount; DISH collects \$0. Please see the Receiver Equipment Discounts – Change Receiver and DISH Move-In Deal Upgrade table for full details.

**A Wireless Joey Access Point will not be purchased by the Subscriber in Axiom; it will be added as a leased accessory to any account with a Wireless Joey. The upfront fee for a Wireless Joey Access Point for Plan D Subscribers is \$50.

***The non-refundable Receiver upgrade fee for non-DISH Protect Subscribers in Plan A, Plan B, and Plan C is \$10. The Receiver upgrade fee for DISH Protect Subscribers in Plan A, Plan B, and Plan C is \$0. The non-refundable Receiver upgrade fee for non-DISH Protect Subscribers in Plan D is \$100 for Super Joey and \$50 for Joey 1/2/3. The Receiver upgrade fee for DISH Protect Subscribers in Plan D is \$0 for Super Joey or Joey 1/2/3.

Wally Receivers

- Maximum of 6 Wally Receivers per Subscriber Account.
- A Wally can only be paired with other Wally Receivers and cannot be combined with other Receiver families on the same account.
- Install the Wally with a DPP LNBF, QAM, or Dual QAM adapter appropriate for the customer’s location. The Wally is not compatible with the DPH LNBF.

DISH Outdoors

If a Subscriber has a DISH Outdoors Mobile Antenna, then such Subscriber may activate up to 2 purchased Wallys or up to 2 purchased ViP 211, ViP 211k, or ViP

211z Receivers on a Residential Account that has a Hopper 3, Hopper 2, Hopper 1, or Hopper Duo.

Equipment Limitations: Please see the [Equipment Limitations Overview](#) for compatible equipment configurations.

Installation: Retailer must provide [Commercial Standard Professional Installation](#) (SPI) of up to 3 Receivers to up to 6 televisions for non-Hopper 2/Hopper 1 installations. Retailer must provide Commercial SPI of up to 6 Receivers to up to 6 televisions for Hopper 3, Hopper 2 or Hopper 1-Joey solution installations.

Payment of Fees: **Subscribers pay all Upgrade Fees directly to the DISH and Technician Visit Fees to the Retailer.**

Plan D Subscribers will be charged a \$100 fee for DISH Move-In Deal if they have been activated with DISH for less than one year or have already had DISH Move-In Deal within a 12 month period.

Antenna Configuration: Required antenna configuration changes must be completed through the DBA Change Receiver Promotional Program.

Return of Previously Leased Receivers: Subscribers who exchange leased Receivers under this Plan must return their exchanged Receivers directly to DISH; DISH will provide boxes and shipping instructions to the Subscriber. Retailers may not return equipment on a Subscriber's behalf.

Prior Agreements: Prior Plan Agreements between the Subscriber and DISH are still valid, and that prior Plan Agreement continues to apply to any equipment leased under that prior Plan Agreement.

Plan Agreement: DBA Change Receiver Plan Agreement

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DBA Move-In Deal Promotional Program
(DBA Move-In Deal)

Eligible Subscribers: Existing Qualifying Commercial Subscribers who relocate to a new Commercial Location.

Subscriber Qualification: [Existing Commercial Subscriber Qualification](#) applies.
If a Subscriber is a bundled Subscriber with any services offered by a Telco Partner, only DISH may move the Subscriber.

DBA Move-In Deal	
Term Commitment	N/A
Cancellation Fee	N/A

Unreturned Equipment Charges: N/A

Standard Fees: Commercial Fees apply.

Other Fees: N/A

Locations: The location to which the Subscriber is moving must be a Commercial Location in the contiguous United States, Hawaii, Alaska, Puerto Rico, or U.S. Virgin Islands.

Moves between Arcs:

Subscribers Moving between Eastern Arc Markets or Within the Same Eastern Arc Market must:

- maintain an Eastern Arc Configuration; and
- continue to have only [MPEG-4](#) Receivers active on their account.

Subscribers moving from an Eastern Arc Market to a Western Arc Market are not required to maintain an Eastern Arc Configuration, but must continue to have only MPEG-4 Receivers active on their account.

Subscribers moving from a Western Arc Market to an Eastern Arc Market must be installed with an Eastern Arc Configuration if they have an all-MPEG-4 Receiver configuration.

Western-to-Eastern Arc Market Subscribers should not be installed with an Eastern Arc Configuration if they do not have an all-MPEG-4 Receiver configuration. If a Western-to-Eastern Arc Market Subscriber without all-MPEG-4 Receivers wants to receive HD local network programming (where available), Retailers must install an additional wing antenna.

Required Programming: Eligible Commercial Programming applies.

Eligible Receivers: N/A

Installation: Retailer must provide [Commercial Standard Professional Installation](#) of up to 6 Receivers to up to 6 televisions, an appropriate antenna, and mounting hardware.

Payment of Fees: Technician Visit Fee does not apply for Subscribers who have been active with DISH for more than one year.

Plan D Subscribers will be charged a \$100 fee for DISH Move-In Deal if they have been activated with DISH for less than one year or have already had DISH Move-In Deal within a 12 month period.

Prior Agreements: Prior Plan Agreements between the Subscriber and DISH are still valid, and that prior Plan Agreement continues to apply to any equipment leased under that prior Plan Agreement.

Additional Limitations: Subscribers may not participate in the DBA Move-In Deal Plan within 14 days of participating in the DBA Change Receiver Promotional Program or DBA Move-In Deal Receiver Upgrade Promotional Program. Retailers may not submit a DBA

Move-In Deal Plan Agreement for a Subscriber whose address matches an address that was previously listed on the account. Any service provided by the Retailer which is less than a Commercial Standard Professional Installation does not qualify for the DISH Move-In Deal Plan.

Existing Subscribers with a working configuration should rely on Axiom for any equipment changes or additions. The Work Order must agree with the installation and Retailers need to notify Retail Services of any discrepancies.

Plan Agreement: N/A

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DBA Move-In Deal Receiver Upgrade Promotional Program

(DBA Move-In Deal Receiver Upgrade)

Eligible Subscribers: Existing Qualifying Commercial Subscribers who relocate to a new Commercial Location.

Subscriber Qualification: [Existing Commercial Subscriber Qualification](#) applies. Credit or debit card qualification also applies. If a Subscriber is a bundled Subscriber with any services offered by a Telco Partner, only DISH may upgrade the Subscriber.

DBA Move-In Deal Receiver Upgrade	
Term Commitment	24 months
Cancellation Fee	\$20.00 x months remaining in term commitment. Max = \$480

Unreturned Equipment Charges: Unreturned Equipment Charges apply.

Standard Fees: Commercial Fees apply.

Other Fees: N/A

Locations: The location to which the Subscriber is moving must be a Commercial Location in the contiguous United States, Hawaii, Puerto Rico, U.S. Virgin Islands, or the [Authorized Alaska ZIP codes](#).

Moves between Arcs:

Subscribers moving between Eastern Arc Markets or Within the Same Eastern Arc Market must:

- maintain an Eastern Arc Configuration; and
- continue to have only [MPEG-4](#) Receivers active on their account.

Subscribers moving from an Eastern Arc Market to a Western Arc Market are not required to maintain an Eastern Arc Configuration, but must continue to have only MPEG-4 Receivers active on their account.

Subscribers moving from a Western Arc Market to an Eastern Arc Market must be installed with an Eastern Arc Configuration if they have an all MPEG-4 Receiver configuration.

Western-to-Eastern Arc Market Subscribers should not be installed with an Eastern Arc Configuration if they do not have an all MPEG-4 Receiver configuration. If a Western-to-Eastern Arc Market Subscriber wants to receive HD local network programming (where available), Retailers must install an additional wing antenna.

Required Programming: Eligible Commercial Programming applies.

Eligible Receivers: The below new or reconditioned Receivers are eligible for the DBA Move-In Deal Receiver Upgrade Promotional Program. Receivers may only be exchanged for Receivers in higher Receiver model families. Please see the Master List of Definitions for Receiver model families. Added Receivers do not need to be from a different Receiver model family. Subscribers in an Eastern Arc Only DMA may only upgrade to MPEG-4 Receivers.

Non-Refundable Receiver Upgrade Fees Per Receiver Collected by DISH				
Receiver Models	Plan A	Plan B	Plan C	Plan D
Hopper 3*	\$100	\$150	\$150	\$350
Hopper 2	\$0	\$0	\$50	\$300
Hopper 1	\$0	\$25	\$25	\$50
Hopper Duo	\$0	\$0	\$25	\$150
4K Joey	\$50	\$50	\$50	\$100
Super Joey***	\$10	\$10	\$10	\$100
Joey***	\$10	\$10	\$10	\$50

Wireless Joey**	\$25	\$25	\$25	\$50
Wally	\$0	\$0	\$0	\$100
ViP 211, ViP 211k, 211z	\$0	\$0	\$0	\$100

*Hopper 3 Plan A 50% Discount: DISH collects \$50. Hopper 3 Plan A 100% Discount: DISH collects \$0. Please see the Receiver Equipment Discounts – Change Receiver and DISH Move-In Deal Upgrade table for full details.

**A Wireless Joey Access Point will not be purchased by the Subscriber in Axiom; it will be added as a leased accessory to any account with a Wireless Joey. The upfront fee for a Wireless Joey Access Point for Plan D Subscribers is \$50.

***The non-refundable Receiver upgrade fee for non-DISH Protect Subscribers in Plan A, Plan B, and Plan C is \$10. The Receiver upgrade fee for DISH Protect Subscribers in Plan A, Plan B, and Plan C is \$0. The non-refundable Receiver upgrade fee for non-DISH Protect Subscribers in Plan D is \$100 for Super Joey and \$50 for Joey 1/2/3. The Receiver upgrade fee for DISH Protect Subscribers in Plan D is \$0 for Super Joey or Joey 1/2/3.

Wally Receivers

- Maximum of 6 Wally Receivers per Subscriber Account.
- A Wally can only be paired with other Wally Receivers and cannot be combined with other Receiver families on the same account.
- Install the Wally with a DPP LNBF, QAM, or Dual QAM adapter appropriate for the customer’s location. The Wally is not compatible with the DPH LNBF.

DISH Outdoors

If a Subscriber has a DISH Outdoors Mobile Antenna, then such Subscriber may activate up to 2 purchased Wallys or up to 2 purchased ViP 211, ViP 211k, or ViP 211z Receivers on a Residential Account that has a Hopper 3, Hopper 2, Hopper 1, or Hopper Duo.

Equipment Limitations: Please see the [Equipment Limitations Overview](#) for compatible equipment configurations.

Installation: Non-Hopper installations – Retailer must provide [Commercial Standard Professional Installation](#) of up to 6 Receivers to up to 6 HD TVs or up to 12 total TVs, an appropriate antenna, and mounting hardware.
Hopper 3, Hopper 2, and Hopper 1 installations – Retailer must provide Commercial Standard Professional Installation of up to 6 leased Receivers for up to 6 total TVs (supporting up to 6 HD TVs), an appropriate antenna, and mounting hardware.

Payment of Fees: **Subscribers pay Upgrade Fees directly to DISH.** Technician Visit Fee does not apply.

Antenna Configuration: Required antenna configuration changes must be completed as part of the DBA DISH Move-In Deal Receiver Upgrade Promotional Program.

Return of Previously Leased Receivers: Subscribers who exchange leased Receivers under this Plan must return exchanged Receivers directly to DISH. DISH will provide boxes and shipping instructions to the Subscriber. Retailers may not return equipment on a Subscriber’s behalf.

Prior Agreements: Prior Plan Agreements between the Subscriber and DISH are still valid, and that prior Plan Agreement continues to apply to any equipment leased under that prior Plan Agreement.

Additional Limitations: Subscribers may not participate in the DBA Move-In Deal Receiver Upgrade Plan within 14 days of participating in the DBA Move-In Deal Promotional Program or DBA Change Receiver Promotional Program. Subscribers originally installed with a Dish 1000.4 or Dish 1000.2 EA antenna may only upgrade to [MPEG-4](#) Receivers in any subsequent transaction if they move to or within an Eastern Arc Market.

Plan Agreement: DBA Move-In Deal Receiver Upgrade Plan Agreement.

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Equipment Limitations Overview

The below equipment limitations apply to the following Promotional Programs: DBA24 Plus, FlexTV Business, DBA Change Receiver, and DBA DISH Move-In Deal Receiver Upgrade.

Equipment Limitations:

- Maximum of 6 leased Receivers.
- Only 1 leased Hopper 3 allowed per Subscriber Account.
- Maximum of 2 leased Hopper 2 Receivers per Subscriber Account.
- Only 1 leased Hopper 1 Receiver allowed per Subscriber Account.
- Only 1 leased Hopper Duo Receiver allowed per Subscriber Account.
- Hopper Duo, Joey 3, Joey 2, Joey 1, 4K Joey, Wireless Joey, and Wally are eligible Receiver models for SDS QAM Subscribers with the use with a Dual QAM Adapter.
- New Subscribers with Non-Hybrid LNBFs are not eligible for Hopper 3, Hopper 2, or Hopper 1 Receivers. Only a Hopper Duo can use a Non-Hybrid LNBF.
- Additional should rely on Axiom for any equipment changes or additions. The Work Order must agree with the installation and Retailers need to notify Retail Services of any discrepancies.
- Maximum of 25 Receivers/50 tuners total per Public, Private, or Institutional Residential Subscriber Account.

Hopper 3 Equipment Limitations		
Incompatible Receivers	Compatible Receivers	Maximum Number of Compatible Receivers Allowed
Hopper 3	Joey 2	5
Hopper 2	Joey 3	5
Hopper 1	Wireless Joey*	4
Hopper Duo	4K Joey	5
Super Joey	Purchased Wally**	2
Joey 1	Purchased ViP 211 / ViP 211k / ViP 211z**	2
Leased Wally		
Leased ViP Receivers		

* Two Wireless Joey Access Points can be added to one Hopper 3:
 - First Wireless Joey Access Point can service up to 3 Wireless Joeyes.
 - For accounts requiring a fourth Wireless Joey a second Wireless Access Point will be required.

** If a Subscriber has a DISH Outdoors Mobile Antenna, then such Subscriber may activate up to 2 purchased Wally receivers or up to 2 purchased ViP 211, ViP 211k or ViP 211z Receivers.

Hopper 2 Equipment Limitations		
Incompatible Receivers	Compatible Receivers	Maximum Number of Compatible Receivers Allowed
Hopper 3	Hopper 2	1
Hopper 1	Joey 1	3
Hopper Duo	Joey 2	3
Leased Wally	Joey 3	3
Leased ViP Receivers	Wireless Joey*	3
	4K Joey	3
	Super Joey	1
	Purchased Wally**	2
	Purchased ViP 211 / ViP 211k / ViP 211z**	2

* One Wireless Joey Access Point allowed per Hopper 2:
 - Wireless Joey Access Point can service up to 3 Wireless Joeyes.

** If a Subscriber has a DISH Outdoors Mobile Antenna, then such Subscriber may activate up to 2 purchased Wally receivers or up to 2 purchased ViP 211, ViP 211k or ViP 211z receivers.

Hopper 1 Equipment Limitations		
Incompatible Receivers	Compatible Receivers	Maximum Number of Compatible Receivers Allowed
Hopper 3	Joey 1	3
Hopper 2	Joey 2	3
Hopper 1	Wireless Joey*	3
Hopper Duo	Purchased Wally**	2
4K Joey	Purchased ViP 211 / ViP 211k / ViP 211z**	2
Super Joey		
Leased Wally		
Leased ViP Receivers		

* One Wireless Joey Access Point allowed per Hopper 1:

- Wireless Joey Access Point can service up to 3 Wireless Joeyes.

** If a Subscriber has a DISH Outdoors Mobile Antenna, then such Subscriber may activate up to 2 purchased Wally receivers or up to 2 purchased ViP 211, ViP 211k or ViP 211z receivers.

Hopper Duo Equipment Limitations		
Incompatible Receivers	Compatible Receivers	Maximum Number of Compatible Receivers Allowed
Hopper 3	Joey 1	1
Hopper 2	Joey 2	1
Hopper 1	Joey 3	1
Hopper Duo	Wireless Joey*	1
Super Joey	4K Joey	1
Leased Wally***	Purchased Wally**	2
Leased ViP Receivers	Purchased ViP 211 / ViP 211k / ViP 211z**	2

* One Wireless Joey Access Point allowed per Hopper Duo:

- Wireless Joey Access Point can service 1 Wireless Joey.

** If a Subscriber has a DISH Outdoors Mobile Antenna, then such Subscriber may activate up to 2 purchased Wally receivers or up to 2 purchased ViP 211, ViP 211k or ViP 211z receivers.

*** Hopper Duo can coexist with a Wally Receiver in a QAM environment with the use of a Dual QAM Adapter.

L-Band 60 Offer

Eligible Subscriber: New Free-to-Guest (FTG) or Multi-Dwelling Unit (MDU) Locations within the contiguous United States, Hawaii, Alaska, Puerto Rico and U.S. Virgin Islands.

Property Eligibility: Must subscribe to Premier, America's Top 120, or higher. Prime not eligible for this Offer.

Minimum Term Commitment: Minimum of fifteen (15) and maximum of seventy-four (74) drops/units.
Sixty (60) months or more.

Eligible Receivers: Model ViP 211 Receivers purchased from DISH or an authorized DISH Distributor only.

Equipment Reimbursement: Payment Code - LBAND60
If the property meets all of the requirements above, the Retailer will be eligible to receive up to Forty-Nine Dollars and 00/100 (\$49.00) per model ViP® 211 Receiver and will not exceed the total number of units/drops at the property. Each unit is only eligible for one (1) model ViP® 211 Receiver even if the unit has multiple Receivers per unit. Equipment installed must be purchased directly through DISH or an authorized DISH Distributor. Other Receiver models are not eligible for this offer. The payment process will be initiated following activation in Salesforce. Payment will occur within thirty (30) days following activation.

Chargeback: L-Band 60 incentive shall be charged back if the Bulk Subscriber Account:

- Is terminated, disconnected or deactivated before the end of the minimum term commitment set forth above.
- Programming on the account is downgraded below the minimum programming set forth above.
- Equipment installed does not meet the requirements outlined above.
- Reduces the number of units/drops.

Chargeback will occur in accordance with the table set forth below.

Termination day following activation	Percentage Chargeback (60 month Commitment Period)
0-90	100%
91-180	95%
181-270	90%
271-360	85%
361-450	80%
451-540	75%
541-630	70%
631-720	65%
721-810	60%
811-900	55%
901-990	50%
991-1080	45%
1081-1170	40%
1171-1260	35%
1260-1350	30%
1351-1440	25%
1441-1530	20%
1531-1620	15%
1621-1710	10%
1711-1800	5%

Retailer Locator Tool

Retailer Locator Overview

The Retailer Locator is a web-based tool that potential and existing Subscribers may use to identify and locate Retailers in their area based on ZIP code. Retailers who meet the Minimum Qualification Requirements below may be eligible to appear in search results produced by the Retailer Locator.

Retailer Locator Search Process

A potential or existing Subscriber may conduct a Retailer search directly through the Retailer Locator on the DISH Consumer Web Site (www.dish.com). After a ZIP code is entered, the Retailer Locator will provide a listing of Retailers located in or around the requested ZIP code. The Retailer Locator mapping tool will display a list of Retailers based on proximity to the center of the ZIP code or specific address provided.

Call Center Locator Process

When a potential or existing Subscriber calls DISH customer service, a CSR will be able to access the Locator Tool to assist a potential or existing Subscriber with locating an independent Retailer near them.

Certain Minimum Qualification Requirements

To be listed in the search results of the Retailer Locator, a Retailer must, among other things, meet the following minimum qualification requirements:

- **One new Residential Subscriber Account activation or one new Public/Private Subscriber Account activation per quarter** – A Retailer must have a minimum average of one new Residential Subscriber Account activations or one new Public/Private Subscriber Account activations per quarter.
- **Active [Showroom Account](#)** – A Retailer must have an active Showroom Account that has been verified to be a commercial location. The Receiver(s) active on a Retailer's Showroom Account must be located at its business location and be available for customer demonstrations during normal business hours at all times while listed in the Retailer Locator.
- **Showroom Receiver Model** – The active showroom Receiver located at a Retailer's commercial business address must be a Hopper Duo, Hopper 1, Hopper 2, or Hopper 3 Receiver.
- **Satellite Sales Representative** – A Retailer must have a satellite sales representative available at the business location during normal business hours.
- **Status in Good Standing** – A Retailer must be in good standing with DISH or an [Authorized Distributor](#) as defined in the DISH Retailer Master Business Rules.
- **Business Phone Number** – The business phone number on the Locator listing must ring to the listed location. Retailers with multiple locations must have a unique phone number for each location.
- **Returning Business Calls** – A Retailer must have a business answering machine, voicemail, or an answering service available to handle missed calls and use its best efforts to return prospective sales calls within one business day. The outgoing voice message or answering service must identify the Retailer by the business name listed in the Retailer Locator.
- **Residential CRP Rating** – A Retailer must have a Residential CRP rating of Green, White, Yellow, or N/A.

Qualification requirements for Retailers to be listed in the Retailer Locator (including without limitation, the minimum qualification requirements above) are subject to change at Any Time in DISH's Sole Discretion.

Designator Icons

DISH may at Any Time in its Sole Discretion, place icons/logos designating certain services or attributes applicable to a listed Retailer alongside such Retailer's listing in the Retailer Locator. A Retailer's qualification for all icons/logos will be determined in DISH's Sole Discretion. DISH may audit compliance with the criteria listed below on a quarterly basis. The following icons may be assigned according to the criteria listed below. The icons/logos are updated quarterly during an audit and may not be requested for addition.

- **Preferred** – Retailer must have Summit status.
- **DISH Business** – Retailer must activate a quarterly average of at least one new Public/Private Subscriber Account.
- **DishLATINO** – Retailer must have sales personnel available who are fluent in Spanish and activate a quarterly average of at least one new Subscriber Account that subscribe to a DishLATINO programming package.
- **International** – Retailer must activate a quarterly average of at least one new Subscriber Account that subscribe to an international programming package.
- **dishNET Satellite** – Retailer must activate a quarterly average of at least one new dishNET Subscriber Account.

- **New Subscriber Only** – Retailer is either a Telco Partner or only operates major chain retail locations and does not participate in any existing Subscriber Promotional Programs.

Business Hours

Retailers' business hours must be included in the Retail Locator listings. The hours displayed are limited to the actual hours that the Retailer storefront location is open to existing and potential Subscribers and does not include hours when Subscribers may only reach a Retailer by phone.

Website URL listing

The Retailer Locator may list a Retailer's website URL if the website is provided.

Start-Up and Administration

Retailers that would like to be listed in the Retail Locator or that need to edit an existing entry should submit a Service Request via Partner Hub under the category Retail Locator with the appropriate sub-category. Multiple photos of its business location must be attached to the Assistance Request (one photo of the outside showing the Retailer storefront, signage and street number and one photo of the inside showing the DISH demonstration area including demo TV and showroom Receiver). All such Assistance Requests are subject to review and approval in DISH's Sole Discretion and on a Retailer-by-Retailer basis.

Retailer Locator Audits

Retailer Locator Audits may be conducted each quarter (every 3 months) in DISH's Sole Discretion to ensure that each participating Retailer has met the minimum qualification requirements listed above.

Retailer information included in the Retailer Locator will be removed should any of the above qualifications not be met for a particular quarter.

Retailers that would like to regain entry on the Retailer Locator should submit an Assistance Request via Partner Hub as outlined above in the Start-Up and Administration section.

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Insurance Requirements

Retailer shall, at its sole cost and expense, procure and maintain throughout the Term the following insurance coverages:

Section 1. Workers' Compensation or similar employee benefit act coverage with statutory limits as prescribed by the laws of all states in which Retailer conducts business operations in connection with this Agreement and Employers' Liability coverage with limits of at least: (i) Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for bodily injury accident for each accident; and (ii) Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for bodily injury by disease for each employee up to the total policy limit. To the fullest extent allowable by law, Retailer's Employer's Liability policy must include a waiver of subrogation in favor of Company, as defined in Section 3 below.

Section 2. Commercial General Liability coverage including, without limitation, coverage for Premises/Operations, Product/Completed Operations, Blanket Contractual Liability, Independent Contractors, Broad Form Property Damage and Personal/Advertising Injury with limits of at least: (i) Two Million and 00/100 Dollars (\$2,000,000.00) general aggregate limit; (ii) One Million and 00/100 Dollars (\$1,000,000.00) per occurrence limit for all bodily injury or property damage incurred in any one (1) occurrence; (iii) One Million and 00/100 Dollars (\$1,000,000.00) per occurrence limit for Personal/Advertising Injury; and (iv) Two Million and 00/100 Dollars (\$2,000,000.00) Product/Completed Operations aggregate limit. Retailer's Commercial General Liability policy must: (a) include a waiver of subrogation in favor of Company; and (b) not include any exclusion to property in the care, custody and control of the insured.

Section 3. Commercial Automobile Liability coverage which includes coverage for all owned, hired and non-owned vehicles with limits of at least One Million and 00/100 Dollars (\$1,000,000.00) per each accident for bodily injury and property damage.

Section 4. Umbrella/Excess Liability coverage with limits of at least One Million and 00/100 Dollars (\$1,000,000.00) per each occurrence with terms and conditions at least as broad as the underlying Commercial General Liability, Commercial Automobile Liability, and Employers Liability policies.

Section 5. Media Liability coverage with limits of at least One Million and 00/100 Dollars (\$1,000,000.00) per each claim or wrongful act.

Section 6. Retailer shall require any Affiliate(s) and/or Permitted Subcontractors who perform work under or in connection with this Agreement to maintain coverage, requirements, and limits at least as broad as those listed in this Section 8, and to add Company as an additional insureds to their Commercial General Liability policy on a primary and non-contributory basis.

Section 7. All such policies and coverages shall: **(i)** be primary and non-contributory, and issued by insurers having and maintaining a rating of "A-/VII" or better as rated in the A.A. Best Key Rating Guide licensed to do business in all states in which Retailer conducts business operations in connection with this Agreement; **(ii)** be endorsed to provide DISH at least thirty (30) days prior notification of cancellation or material change in coverage; and **(iii)** be endorsed to provide DISH with written notice of Retailer's failure to renew any coverage not later than the anniversary date for each coverage. All such insurance shall be evidenced by a certificate of insurance acceptable to DISH, which shall be provided to DISH upon request.

Section 8. All insurance policies required by this Agreement (except workers' compensation insurance policies) shall designate DISH, DNSLLC, and its and their Affiliates, and its and their officers, directors, managers and employees (collectively, "Company" for purposes of this Section 16) as additional insureds and upon DISH's request, Retailer shall provide a copy of the additional insured endorsements for each policy to DISH. All additional insured endorsements may either be specific to DISH or may be "blanket" or "automatic" addressing any person or entity as required by contract. All such insurance policies shall be required to respond to any claim and pay any such claim prior to any other insurance or self-insurance which may be available. Any other coverage available to Company shall apply on an excess basis. Retailer acknowledges and agrees that DISH, DNSLLC and its and their Affiliates and its and their officers, directors, managers and employees are third-party beneficiaries of Retailer's obligations under Section 8 of this Agreement. No deductible amount on any insurance policy required by this Agreement shall exceed ten percent (10%) of the coverage amount of the insurance policy.

Section 9. DISH must be added as an additional insured entity to all required insurance policies (workers compensation excepted). Please ensure DISH is added to all applicable policies, as follows:

Commercial Retailer Master Business Rules

DISH Network L.L.C.
9601 S. Meridian Blvd
Englewood, CO 80112

Any deviation from this format may result in your uploaded policies being rejected.

Retailer must promptly provide proof of insurance documents to DISH in a form and manner that DISH directs in its Sole Discretion.

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Background Check

Overview

DISH is instituting these Background Check Business Rules to ensure the health and safety of the public coming into contact with Retailer's staff and to protect personally identifiable information of DISH customers.

In addition to, and in no way in limitation of, the requirements set forth in Section 9.7.2 of the Retailer Agreement, Retailer shall, at its sole cost and expense, comply with the background check Screening Standards set forth below:

Types of Staff:

- **Subscriber Information Staff.** Employees and Permitted Subcontractors that have access to Subscriber Information.
- **Technician Visit Staff.** Employees and Permitted Subcontractors that are eligible to conduct Technician Visits.
- **Face-to-Face Staff.** Employees and Permitted Subcontractors that are eligible to engage in any face-to-face selling regardless of location.

Screening Standards:

- **Criminal Background Check.** Unless such search is prohibited by Law, a background check that searches for criminal convictions and that meets the criminal background rating standards promulgated by DISH and provided to the Retailer via the **Conviction Treatment List** of a felony or a misdemeanor, each a criminal conviction. Criminal background checks should be on a national database that searches for recent arrest records and active charges (each, an "**Outstanding Charge**") and covers all counties, states and countries where an individual has resided, worked or attended school during the previous ten (10) years (unless a shorter period is required by Law). In addition, criminal background checks must be conducted by an entity that is accredited by the Professional Background Screening Association (PBSA). In the event that an individual has a Criminal Conviction or an Outstanding Charge, then such individual will not be permitted to perform work as a member of Retailer's Subscriber Information Staff, Technician Visit Staff and/or Face-to-Face Staff.
- **Sex Offender Background Check.** A background check that searches the registry of all counties, states and countries where the individual has resided, worked or attended school during the previous ten (10) years (unless a shorter period is required by Law) for registration as a sex offender. Sex offender background checks may be conducted in connection with the Criminal Background Check process above or by visiting www.nsopw.gov and should include a search of the Department of Justice (DOJ) Sex Offender Registry. In the event that an individual is listed as a registered sex offender, then such individual will not be permitted to perform work as a member of Retailer's Subscriber Information Staff, Technician Visit Staff and/or Face-to-Face Staff.
- **Drug Screen.** Unless such test is prohibited by Law, a urine or an oral fluid drug screen that screens for the use of Illicit Drugs. "**Illicit Drugs**" means:
 1. Amphetamines
 2. Barbiturates
 3. Benzodiazepines
 4. Cocaine
 5. Marijuana or cannabinoids
 6. Methadone
 7. Methaqualone
 8. Phencyclidine (PCP)
 9. Opiates
 10. Propoxyphene

Drug screens must be conducted by an entity that is verified as a Certified Third Party Administrator (TPA) by the Substance Abuse Program Administrators Association (SAPAA). In the event that an individual tests positive for Illicit Drugs, then such individual will not be permitted to perform work as a member of Retailer's Technician Visit Staff.

- **Social Security Number (SSN) Trace.** A SSN Trace must be done on all staff categories.
- **Office of Foreign Asset Control (OFAC)** - It is mandatory for all Subscriber Information Staff and Technician Staff, and optional for all Face-to-Face Staff to be checked against this list.

Requirements Summary:

	Criminal Background Check	Sex Offender Background Check	Drug Screen	SSN Trace	OFAC List
Subscriber Information Staff	Required	Required	Optional	Required	Required
Technician Visit Staff	Required	Required	Required	Required	Required
Face-to-Face Staff	Required	Required	Optional	Required	Optional

Retailer Background Check Audit:

Retailer Background Check Audits may be conducted in DISH’s Sole Discretion to ensure compliance with these Background Check Business Rules.

Record Retention:

In accordance with Section 17.9 of the Retailer Agreement, Retailer is required to maintain records relating to its compliance with these Background Check Business Rules for five (5) years.

Background Exception Process:

Retailer acknowledges and agrees that it is the Retailer’s sole and exclusive responsibility to determine whether the results of an individual’s Screening Standards have a reasonable relationship to the individual’s fitness or trustworthiness to be a Retailer staff member. All background exceptions must follow the exception processes outlined below:

- **Provisional or Unsatisfactory Screening Standard result:** If the staff member has a conviction for a crime that is checked as Provisional or Unsatisfactory and the Retailer wants them to be considered as a member of Retailer’s Subscriber Information Staff, Technician Visit Staff and/or Face-to-Face Staff, the Retailer should submit to DISH the details of the crime using the Background Exception Request process set forth below to receive DISH’s specific prior written consent. Retailer must also obtain written consent from the Retailer staff member when contacting DISH in connection with the Background Exception Request.

Background Exception Request:

To request a background exception request, the Retailer must correctly and completely fill out and submit the following forms found in the [Compliance Business Rules](#) on Portal:

- DISH Retailer Staff Background Check Exception Request Form – Retailer Principal

To submit the Retailer staff member’s written consent and the background exception request to DISH, the Retailer staff member must correctly and completely fill out and submit the following forms found on in the [Compliance Business Rules](#) on Portal:

- DISH Authorization for Release of Information
- DISH Retailer Staff Background Check Exception Request Form – Applicant

All Exception Process questions and the above required forms must be submitted to vendorinquiries@dish.com

Approved Vendors:

Although Retailers have the option of utilizing any company that is accredited by PBSA to conduct the Criminal Background Check and any company that is verified as a TPA by the SAPAA to conduct the Drug Screen, the following companies meet those requirements and are available to assist Retailer’s compliance with these Background Check Business Rules.

- Sterling – contact Eric Mathieu (Eric.Mathieu@sterlingcheck.com)
- Cisive – www.cisive.com
- HireRight – <https://www.hireright.com>

If Retailer contacts any of the companies set forth above, then the items that should be ordered for any individual that Retailer plans to assign to perform work as a member of Retailer’s Subscriber Information Staff, Technician Visit Staff and/or Face-to-Face Staff include: (i) a SSN trace; (ii) a county criminal search; (iii) a state criminal search; (iv) a Department of Justice (DOJ) Sex Offender Registry search; (v) a check against the Office of

Foreign Asset Control (OFAC) List (mandatory for all Subscriber Information and Technician Staff, and optional for all Face-to-Face Staff); and (vi) a national criminal database search

Implementation:

These Background Check Business Rules are being published on June 3, 2020; however Retailer's compliance with these Background Check Business Rules is not required until **June 15, 2020**. Please take appropriate steps to ensure that you are set-up to comply with these Background Check Business Rules on or before April 1, 2019.

Application:

Retailer is required to comply with these Background Check Business Rules for any **staff assigned after March 31, 2019** to perform work as a member of Retailer's Subscriber Information Staff, Technician Visit Staff and/or Face-to-Face Staff (e.g., if Retailer hires John on February 14, 2019 as a file-clerk for his business but on April 15, 2019 Retailer wishes to reassign John as a member of Retailer's Technician Visit Staff, Retailer would be required to conduct a background check on John prior to moving John to his new role).

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Managing Subscriber Accounts

All modifications, changes or alterations to a Subscriber Account must be performed by and authorized by the Subscriber. Retailers are **not** able to act on behalf the Subscriber, regardless of whether the Subscriber gives the Retailer permission to do so.

Some situations will require the Subscriber to contact DISH for assistance. A few examples of these changes may include, but are not limited to:

- **Programming changes;**
- **Processing or modifying payments;**
- **Restarting or disconnecting the account; or**
- **Adding or removing DISH Pause.**

COMMERCIAL RETAILER MASTER BUSINESS RULES

TERMS AND DEFINITIONS



**Effective Date:
November 16, 2023 through April 10, 2023**

Master Terms and Conditions

Prior to being considered for participation in any Promotional Program and in addition to any other requirements set forth in these Commercial Master Business Rules, a Retailer must: (A) have a valid Retailer Agreement in full force and effect with DISH; (B) otherwise be in good standing with DISH and Echosphere; and (C) purchase DISH Systems directly from Echosphere and/or an [Authorized Distributor](#). Sales of Hardware, equipment and/or DISH Systems or Receivers on third-party web sites other than those owned by the Retailer or expressly approved by DISH is strictly forbidden.

The misrepresentation of the terms and conditions of any Promotional Program to Subscribers and/or the failure to disclose material terms and conditions of any Promotional Program to Subscribers may be deemed, as determined in DISH's Sole Discretion, to be fraud under your Retailer Agreement(s). Any breach or default of your obligations under these Commercial Master Business Rules may be deemed, as determined in DISH's Sole Discretion, to be a breach and/or default under your Retailer Agreement(s).

Notwithstanding anything to the contrary set forth in your Retailer Agreement(s), Retailers are not required to participate in any Promotional Program and participation in any Promotional Program may not be available to all Retailers. DISH shall determine retailer eligibility to participate in all Promotional Programs in its Sole Discretion. All pricing, programming, packages, and other terms and conditions of service are subject to change without notice.

Telemarketing

Retailers are responsible for complying with all applicable Laws, including without limitation, telemarketing laws, and DISH's phone sales policies. It is a violation of DISH's Business Rules and policies for Retailers to perform any outbound sales-related telephone calls or text messaging unless such call or text message is in response to a direct and very recent request to communicate by telephone at that telephone number from the individual and such phone call or text message is conducted in accordance with applicable Laws and with appropriate business records to support the lawfulness of the phone call or text message. Retailer must also notify DISH of, and receive prior written consent to use, any independent contractors, subcontractors, affiliates, agents, sub-agents or any other persons not directly employed by Retailer to make outbound telephone calls or send text messages related to DISH products and services.

Auto-dialing technology

Retailers may not, directly or indirectly through any affiliate(s) or third-party subcontractors, use any auto-dialing technology to place outbound telephone calls to promote DISH products and services (both sales and non-sales related) without first receiving DISH's prior written consent. Retailer must also obtain DISH's prior written consent for the use of any independent contractors, subcontractors, affiliates, agents, sub-agents or any other persons not directly employed by Retailer to fulfill any obligations under the DISH Retailer Agreement.

These Commercial Master Business Rules are Business Rules under your Retailer Agreement(s), and DISH may modify, replace, or withdraw any or all of these Business Rules at Any Time and in its Sole Discretion, upon notice to Retailers. These Commercial Master Business Rules supersede any and all prior versions in their entirety with respect to activations of Subscriber Accounts that occur on or after the effective date of these Business Rules, and such prior versions (if any) shall be of no force and effect with respect to such activations. For activations of Subscriber Accounts that occurred prior to the effective date of these Commercial Master Business Rules, the corresponding prior version (if any) continues to apply.

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Third-Party Relationships

The Retailer Agreement prohibits use of any Third-Party Provider to fulfill any obligations under the Retailer Agreement without DISH's specific prior written consent.

Retailers may receive DISH's specific prior written consent by correctly and completely filling out and submitting a Retailer Request to Use Third-Party Provider form through [Partner Hub](#). The form may also be found on on the [THIRD-PARTY PROVIDER BUSINESS RULES](#) page on DISH Portal. Email the form to VendorInquiries@dish.com.

Such prior written consent must be obtained before Retailer begins any work with such Third-Party Provider to fulfill Retailer's obligations under the Retailer Agreement. Please direct questions to VendorInquiries@dish.com.

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Marketing

A Retailer is not authorized to use any trademarks, service marks or trade names of DISH and/or its Affiliates in any Internet domain name or Internet subdomain, unless that Retailer obtains prior written consent from DISH using the [DISH Retailer Domain Name Request Form](#).

A Retailer **shall not use DISH, DISH Network, NET, ECHO, Star, Sling or a derivative** of these terms or any name trademarked or being pursued by trademark by DISH and/or any of its Affiliates (including, without limitation **any web identifier that DISH deems to be confusingly similar** to any DISH trademark, service mark or trade name) in domain names, email addresses, **generic domain names** (e.g., those ending in “.com,” “.org,” “.net” and “.biz”) and domain names that include **top-level domains associated with countries** (e.g., “.us,” “.tv,” “.uk” or “.ws”).

A Retailer’s **website landing page and the highest-level page** must identify the Retailer’s name and **include the following disclaimer**:

- *[Retailer Name as it appears in your Retailer Agreement(s) with DISH]* is an Authorized Retailer of DISH Network L.L.C. DISH, DISH Network and DISH Network logos are trademarks, registered trademarks and/or service marks of DISH Network L.L.C. and/or its Affiliate(s). The DISH Network trademarks, registered trademarks and/or service marks are used under license of DISH Network L.L.C. and/or its Affiliate(s).

There are Retailers who are permitted to use a trademarked term in a domain name or email address; however, these Retailers are aware that DISH reserves the right at Any Time to request these domains and/or email addresses be discontinued or transferred.

Telephone Listings

Retailer may not use “DISH” or any other term in the Negative Match List as the primary reference name by which you or your company is listed. This includes DISH Network L.L.C., EchoStar L.L.C. or any other related or affiliated entity.

Paid Search Terms

Non-DISH-branded

For non-DISH-branded searches, Retailers must not use Google AdWords Express™ because this tool does not allow you to assign negative keywords. Instead, Retailers must use Google AdWords, and apply the negative match and other keywords that should not be used or bid on for your pay-per-click (“**PPC**”) campaign. These are listed in the “Negative Match List”.

DISH-Branded

Retailer must obtain DISH’s prior written consent to use DISH trademarks, DISH-branded paid search terms and/or confusingly similar or seemingly valid variations (i.e. “Dish Network”). Retailer may not use Internet search terms for PPC campaigns: (i) that include any of the trademarks belonging to DISH and/or its Affiliates; and/ or (ii) for which Retailer has paid a third party.

Retailers must contact vendorinquiries@dish.com to request prior written consent to use DISH trademarks and/or DISH-branded paid search terms.

Door-To-Door

The terms and conditions set forth in these Business Rules extend to in-person or flyer-based marketing campaigns directed at individuals physically present at Commercial Locations or Residential Locations (“**Door-to-Door Marketing**”).

Retailers may receive DISH’s specific prior written consent by correctly and completely filling out and submitting a [Retailer Request to Use Third-Party Provider](#) form, and such prior written consent must be obtained before Retailer begins any work with such Third-Party Provider to fulfill Retailer’s obligations under the Retailer Agreement. The request form can be found on DISH Portal, with questions directed to VendorInquiries@dish.com. DISH’s Compliance team will respond to Retailer requests submitted in this way in 7 to 10 business days. DISH may request further information from Retailer, including, without limitation, drivers’ licenses, which further information Retailer must provide to DISH within 2 days of such a request by DISH.

Commercial Retailer Master Business Rules

Retailers must notify DISH at least 3 weeks in advance of all approved Third Parties and employees who will represent DISH in each Door-to-Door Marketing campaign using the [online tool](#) available on DISH Portal; provided, however, that DISH may grant exceptions to such 3-week notice period in its Sole Discretion for any reason or no reason.

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Incentive Master Terms

In consideration of a participating DISH Retailer's continuing efforts to market, promote, and solicit orders for Programming and a participating DISH Retailer's continuing efforts to service Subscribers after initial activation, a participating DISH Retailer may be eligible to receive the Incentives set forth herein.

DISH MAY DETERMINE FROM TIME TO TIME AND IN ITS SOLE AND ABSOLUTE DISCRETION FOR ANY REASON OR NO REASON WHETHER A PARTICULAR SUBSCRIBER AND/OR HARDWARE COMPONENT IS ELIGIBLE FOR THE PAYMENT OF INCENTIVES. DISH'S CALCULATION AND PAYMENT OF ALL INCENTIVES SHALL BE PRESUMED CONCLUSIVELY AND IRREBUTABLY CORRECT ABSENT A TIMELY NOTICE OF CLAIM BY THE AFFECTED DISH RETAILER PURSUANT TO [SECTION 15.1](#) OF ITS RETAILER AGREEMENT.

Plan Agreements Requirement

Retailers must provide executed Plan Agreements to DISH within 30 days after the Subscriber's initial account activation in order to be eligible for the payment of Incentives. If the Subscriber's account is a Bulk account, the Bulk Activation and Change Request Form should be submitted in order to be eligible for the payment of Incentives. Please see the Plan Agreement Creation and Processing section of these Master Business Rules for more information.

Standard Professional Installation (SPI) Requirement

DISH Retailers must provide Subscribers with [SPI](#) of all eligible DISH Systems and other equipment, as required by the Promotional Program herein, in order to be eligible for the payment of Incentives, unless DISH expressly states otherwise herein.

Related Accessories Requirement

Any and all related accessories and/or other non-DISH equipment installed by a DISH Retailer for a Subscriber Account must strictly comply with [DISH Approved as Compatible Accessories List](#) on [DISH Portal](#) in order for such DISH Retailer to be eligible for the payment of Incentives.

Equipment Incentive Requirements

Unless otherwise provided herein, at minimum, any Hardware component (e.g., Receivers, switches, antennas) must meet the following requirements in order to be eligible for the payment of Incentives:

- be purchased by a DISH Retailer directly from Echosphere;
- be resold by such DISH Retailer to the Qualifying Subscriber or transferred by such DISH Retailer directly to DISH and leased by DISH directly to the Qualifying Subscriber;
- be installed by such DISH Retailer at the Qualifying Subscriber's Residential Location, Commercial Location or Bulk Location, as applicable, in full compliance with [Section 2.9](#) of the DISH Retailer's Retailer Agreement; and
- result in the activation or continuation of Eligible Programming at the Subscriber's Residential Location, Commercial Location, or Bulk Location, as applicable.

Additional requirements may apply as set forth herein.

Authorized Distributor Hardware Purchases

If a Retailer purchases Hardware from an [Authorized Distributor](#), all Incentive payments to the Retailer related to such Hardware shall be paid exclusively by the applicable Authorized Distributor and the Retailer shall look to such Authorized Distributor exclusively for the payment of Incentive payments related to such Hardware.

Account Reconciliation

To be eligible for the payment of a Primary Residential Activation Incentive in connection with a Residential Subscriber Account, any and all related accessories and/or other equipment installed for, or otherwise provided to, the applicable Residential Subscriber Account by the Retailer must strictly comply with DISH and/or any of its Affiliates' approved or acceptable accessories and/or other similar lists as set forth by DISH and/or such Affiliate(s) in applicable Business Rules at any time and from time to time in their Sole Discretion (collectively, "Approved Accessories Lists"). Notwithstanding anything set forth herein to the contrary: (i) all Primary Residential Activation Incentives may, and no less than a minimum of \$100.00 (displayed as "QAFEE" or "FLXQAFEE" in account reconciliations) of such Incentives will, be reclaimed in the event that DISH determines at any time and from time to time in its Sole Discretion the applicable retailer failed to comply with all then-current Approved Accessories List(s) and (ii) the Chargeback period applicable to any and all such Chargebacks shall be indefinite.

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Payments

Payment of all Incentives is subject to and in accordance with the terms and conditions of a Retailer's Retailer Agreement, applicable Business Rules, and all Other Agreements.

All payments will be transmitted via EFT, unless otherwise noted. Please note that the actual settlement of EFT funds will vary depending on the policies of each DISH Retailer's bank.

Activation Incentive payments:

- For activations that occur on Friday, Saturday, or Sunday, Activation Incentive payments will invoice on the following Thursday, and will be set up to settle in the Retailer's bank account on Friday.
- For activations that occur on Monday, Tuesday, Wednesday, or Thursday, Activation Incentive payments will invoice on the following Monday, and will be set up to settle in the Retailer's bank account on Tuesday.

Co-op accruals:

- Twice a week with payments set up to settle in the Retailer's DISH BrandDRIVE account on Tuesdays and Fridays. If at any time it is determined that a Retailer has not complied with the DISH BrandDRIVE Simplified Marketing and Co-op Rules or any applicable Business Rules, as determined by DISH in its Sole Discretion, a Chargeback may be applied through a memo against the Retailer's Incentive payments.

Equipment Discounts and Installation Incentive payments:

- Equipment Discount payments for which DISH has received fully and correctly completed, submitted, and updated Plan Agreements and other required documentation by Friday will invoice on the following Thursday, and will be set up to settle in the Retailer's bank account on the following Friday.
- Equipment Discount payments for which DISH has received fully and correctly completed, submitted, and updated Plan Agreements and other required documentation by Tuesday will invoice on the following Monday, and will be set up to settle in the retailer's bank account on the following Tuesday.

Monthly Incentive payments:

- MDU Residential or DBA: 15 days following the last day of the qualifying month (i.e., around the 15th of each month). For example, January Monthly Incentives will pay approximately February 15. Retailer must accumulate at least \$25 in owed Monthly Incentives for payment to be made; otherwise, DISH will accrue the Monthly Incentives until Retailer reaches \$25.
- Bulk or Institutional Residential: 45 days following the last day of the qualifying month (i.e., around the 15th of each month). For example, January Monthly Incentives will pay approximately March 15. Retailer must accumulate at least \$25 in owed Monthly Incentives for payment to be made; otherwise, DISH will accrue the Monthly Incentives until Retailer reaches \$25.

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Chargebacks Master Terms

All Incentives may be charged back by DISH when permitted under a Retailer's Retailer Agreement, notwithstanding anything to the contrary contained herein.

All Incentives related to a Subscriber-based Promotional Program will be reclaimed in full, pursuant to the terms and conditions of the Promotional Program, if:

- the Subscriber Account terminates its Plan Agreement or deactivates or downgrades below Eligible Programming (or other minimum Programming required), or its service is disconnected for any reason or it goes on DISH Pause;
- the applicable DISH Retailer fails to perform all installation (including [Standard Professional Installation](#), if required) and after-sales services for the Subscriber Account in full compliance with [Section 2.9](#) of such DISH Retailer's Retailer Agreement;
- the DISH Retailer does not provide the Subscriber with a 180-day warranty; or
- the DISH Retailer installs accessories or other non-DISH equipment that is not included on the [DISH Approved as Compatible Accessories List](#) on [DISH Portal](#).

Each Promotional Program may include additional terms and conditions related to Chargebacks.

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Plan Agreement Creation and Processing

AT THE TIME OF INSTALLATION/ACTIVATION

Agreement Review and Signing: The Retailer must take 2 printed copies of the Plan Agreement to the Subscriber's location for signature. The Account Holder must read the entire Plan Agreement and complete it in its entirety (including all required signatures, initials, and other identifying information). The Retailer must obtain original signatures from the Account Holder, including an acknowledgement from the Subscriber that the Subscriber received applicable disclosures prior to sale. The Retailer must leave 1 signed Plan Agreement with the Account Holder and take 1 signed Plan Agreement with them when they leave. As an alternative, the DISH Paperless Agreement app may be used at the time of installation/activation to retrieve the customer's agreement and capture the necessary signatures and may be submitted to DISH electronically.

AFTER INSTALLATION

Querying the Plan Agreement: The Retailer must query the applicable Plan Agreement on the Manage Customer Agreements page under the Manage tab on Partner Hub to enter the [CA ID number\(s\)](#) (R00...) of the Receiver(s) installed. Retailers may query a Plan Agreement by entering the Subscriber's phone number, the Plan Agreement ID number (located in the top, right-hand corner of the Plan Agreement) or the number of credit/debit card the Subscriber used to credit qualify with DISH.

The Retailer must enter the CA ID numbers after the installation to make sure that the correct CA ID numbers are associated with the Subscriber's account. Retailers may not be able to install the Receivers they originally intended. The CA ID numbers will be downloaded to DISH automatically each evening.

Sending the Plan Agreement to DISH: The Retailer must fax (or if you do not have a fax machine, mail a copy of) the signed Plan Agreement to DISH Sales Operations within 30 days following the Subscriber's activation.

Facsimile: 720-514-8000

Regular Mail: DISH Sales Operations
ATTN: Plan Agreements
P. O. Box 6628
Englewood, Colorado 80155

Overnight Mail: DISH Sales Operations
ATTN: Plan Agreements
9601 South Meridian Boulevard
Englewood, Colorado 80112

Sending the Bulk Activation and Change Request Form to DISH: The Retailer must return the signed Activation and Change Request form via email or fax to DISH Commercial Operations at least 2 business days prior to the Requested Activation Date specified on the form.

Email: commercialoperations@dish.com
Facsimile: 303-723-3518

The Retailer must maintain the original, signed Plan Agreement on file. DISH shall have the right to request a copy of that original at Any Time and in its Sole Discretion.

Sending the Bulk Activation and Change Request Form to DISH for [SMARTBOX](#) systems: The Retailer must submit the signed Bulk Activation and Change Request form through SalesForce.com as defined in the SMARTBOX Usage Rules contained in these Business Rules.

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Return of Leased Equipment and Unreturned Equipment Charges

Return of Leased Equipment

Subscribers are permitted to use Receiver(s), smart card(s), remote control(s), LNBFs, and switches (if any) only while such Subscriber is an active Subscriber in good standing and in compliance with any applicable Plan Agreement. All such equipment is owned by DISH at all times and all Receiver(s) must be returned if the Subscriber elects to terminate an applicable Plan Agreement or deactivate Required Minimum Programming, or the Subscriber's service is otherwise disconnected for any reason at Any Time.

Within 30 days following a termination, downgrade or disconnection, the Subscriber must return all DISH Receiver(s) in good operating condition, normal wear and tear excepted, to:

- Retailer, if such termination, downgrade or disconnection occurred within the first 30 days following initial account activation; and
- DISH, if such termination, downgrade or disconnection occurred after the first 30 days following initial account activation.

If the Subscriber must return their Receiver(s) to DISH, the Subscriber must call DISH immediately to receive an RA Number and delivery instructions. Each Subscriber is responsible for and shall bear all costs and expenses to return such equipment. The telephone number to call for an RA Number is:

- 800-333-3474, if the Subscriber is a residential Subscriber at a Residential Location; and
- 800-454-0843, if the Subscriber is any other Subscriber.

Subject to the terms and conditions of the Retailer Agreement, if a Subscriber returns their Receiver(s) to DISH in connection with the termination, downgrade or disconnection of such Subscriber's DISH Service within the first 180 days following initial account activation, Retailer has 90 days following the date of the resulting Equipment Discount Chargeback (if any) to submit a dispute to DISH Retail Services.

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DISH Protect

DISH Protect

DISH Protect Retailer responsibility with DISH Protect includes, but is not limited to: (A) free shipping for repair or replacement of defective Receiver equipment; (B) video cabling and power surge repairs to DISH equipment; and (C) free in-home Technician Visits.

For any DISH Protect services not included in the Retailer’s responsibilities, the Subscriber should be directed to DISH Customer Service for assistance. SMARTBOX equipment is not covered under DISH Protect.

If a Subscriber does not select DISH Protect (or declines a Term Commitment) in their Plan Agreement and declines the free trial offer of the DISH Protect, they will automatically receive a standard service plan for replacement of eligible Receivers, and the standard cost for each Technician Visit will apply.

Currently, DISH Protect is only available to Residential Subscribers at Residential Locations and Public/Private Subscribers at Commercial Locations. Residents of Alaska shall not be eligible to participate in DISH Protect unless they reside within one of the [Authorized Alaska Zip Codes](#).

DISH Protect Eligibility	
	DISH Protect
Residential	X
Public Private*	X
Public/Private Commercial accounts in Puerto Rico are not considered eligible for DISH Protect.	

Warranty Status

Subscribers may contact a Retailer directly for service on their DISH System at any time. Retailers may determine a Subscriber’s warranty status by pulling up the Subscriber’s account in Axiom. DISH Protect Subscribers and Subscribers whose DISH Protect Warranty was previously referred to as In Home Service Plan (IHSP) may not be charged Technician Visit Fees for in-home service calls. Non-DISH Protect Subscribers may not be charged Technician Visit Fees for in-home service calls that occur within the first 60 days of activation or previous Technician Visit.

Technician Visit Fees for Subscribers with or without DISH Protect				
IHSP	Subscriber within first 60 days of Activation or previous Technician visit	With DISH Protect and Qualifies as Change Receiver Plan A	Greater than 60 days since Activation or previous Technician Visit with DISH Protect	Greater than 60 days since Activation or previous Technician Visit without DISH Protect
\$0	\$0	\$0	\$0	\$95

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Trouble Call Referral Program

Trouble Call Referral Program

Each Retailer is responsible for providing after-sales services for each Subscriber for which such Retailer is the Retailer of Record (ROR) or Last Event Provider (LEP) throughout the entire applicable Retailer installation warranty period. Trouble call work orders are assigned to Retailers through Partner Hub at <https://partnerhub.dish.com> in the Work Orders section under the Manage tab.

Retailers are required to complete a DISH Protect Amendment to their Retailer Agreement to be eligible to receive DISH Protect Monthly Incentives. Additionally, Retailers who purchase equipment from Echosphere must create an Assistance Request on Partner Hub using category General Questions, subcategory Business Rules in order to provide the ZIP Codes so that DISH can determine the Retailer’s service area. ZIP Codes must be provided upon completing the DISH Protect Amendment (in order for the Retailer to begin receiving referrals), and any time there is a change in the area the Retailer services. Retailers who purchase equipment from an Authorized Distributor should contact their Authorized Distributor for information on how to provide them with service area details as their process may differ.

The incentive will be paid to the ROR for every Residential Subscriber Account and Public/Private Commercial Account activated with Eligible Programming and is enrolled in the DISH Protect for 28 consecutive days within a given month. DISH Protect Monthly Incentives will be paid approximately 45 days after the last day of the qualifying month (on or around the 15th of each month).

Each month DISH shall calculate the total number of eligible Residential Subscriber Accounts and Public/Private Commercial Accounts enrolled in the DISH Protect for which a Retailer is the ROR. Based on that total, the DISH Protect Monthly Incentives will be paid approximately 45 days after the month for which they were calculated. Payment is dependent on the Retailer fulfilling at least 80%* of the Trouble Call Work Orders referred to the Retailer in the month immediately following the month for which the total number of eligible Residential Subscriber Accounts and Public/Private Commercial Accounts enrolled in the DISH Protect was calculated.

Month 1 Calculation	Month 2 Measurement Period	Month 3 DISH Protect Monthly Incentive Payment
Number of Eligible Subscribers enrolled in the DISH Protect is Calculated.	≥80%* of Trouble Calls are fulfilled	Yes
	<80%* of Trouble Calls are fulfilled	No

*If less than 5 Work Orders are assigned to a particular Retailer within a measurement period, the percentage of Work Orders that must be accepted, completed, and closed in order for the Retailer to receive the DISH Protect Monthly Incentive payment the following month are listed below:

Work Orders Assigned in the Measurement Period	Minimum Required Completed Work Orders in the Measurement Period	Minimum Required Completion Percentage in the Measurement Period
0	0	0.00%
1	0	0.00%
2	1	50.00%
3	2	66.67%
4	3	75.00%
5 or more	80%	80.00%

The completion percentages above are effective for each 1 month measurement period beginning May 1, 2010, and for each 1 month period thereafter.

DISH Protect Monthly Incentive Payments with respect to a particular Residential Subscriber Account or Public/Private Commercial Account shall be discontinued in the event that: (a) a particular Residential Subscriber’s or Public/Private Commercial Subscriber’s enrollment in the DISH Protect has been terminated or cancelled for any reason; (b) the participating DISH Retailer who is the ROR for such Residential Subscriber Account or Public/Private Commercial Account rejects **ANY** assigned trouble call work order (defined as TC or CH work orders in such DISH Retailer’s work order queue); (c) the participating DISH Retailer who is the Retailer

of Record (ROR) for such Residential Subscriber Account or Public/Private Commercial Account fails to successfully complete an assigned trouble call work order to the sole satisfaction of the Subscriber and DISH; or (d) the Residential Subscriber Account or Public/Private Commercial Account is disconnected for any reason, including [DISH Pause](#). Should the disconnected or paused Residential Subscriber Account or Public/Private Commercial Account be reactivated, DISH Protect Monthly Incentive Payments will not restart for DHA accounts or DBA24 Plus accounts. Retailers will continue to be assigned trouble call work orders for up to 45 days from the last date they received a DISH Protect Monthly Incentive for that Subscriber.

Technician Visit Process

An internal system will assign work orders to Retailers on a daily basis (365 days per year). There are two work order types that a Retailer may see in their work order queue.

- TC – work orders assigned to Retailers for a Subscriber whose accounts have been active for 60 days or less or who have a work order scheduled within 60 days following any previous Technician Visit completed by a Retailer regardless of the length of time the account has been active.
- CH – all other work orders that are not defined by TC in which the account has the DISH Protect active.

Retailers that are assigned a work order can see the detailed information by clicking on the hyperlink on the left side of the work orders screen. The status of the work order can be viewed and changed from the dropdown here. There are 4 possible status categories.

- Assigned – indicates a work order has been assigned to the Retailer, awaiting response from the Retailer.
- Accepted – indicates the Retailer has accepted the work order.
- Rejected – indicates the Retailer has rejected the work order.
- No Response – indicates the Retailer failed to accept or reject the work order by the applicable Trouble Call Acceptance Deadline.

The window of time in which a Retailer must respond to, accept and close all trouble call work orders varies based on the time of day in which the trouble call work order is scheduled with the Subscriber. All stated times for acceptance and closing of trouble call work orders are in the Subscriber's time zone. All scheduled appointments between 8 a.m. and 12 p.m. (Noon) will be considered "A.M. Trouble Calls." All scheduled appointments between 12 p.m. (Noon) and 5 p.m. or between 5 p.m. and 7 p.m. will be considered "P.M. Trouble Calls." Retailers must respond to assigned trouble call work orders via Partner Hub no later than a certain time, as specified below, in relation to the Scheduled Appointment.

The Trouble Call Acceptance Deadline for an A.M. Trouble Call shall be 11:59 p.m. on the day before the scheduled appointment. The deadline to close an A.M. Trouble Call shall be 11:59 a.m. the day following the scheduled work order. The Trouble Call Acceptance Deadline for a P.M. Trouble Call shall be 8:59 a.m. on the day of the scheduled appointment. The deadline to close a P.M. Trouble Call shall be 11:59 a.m. the day following the scheduled work order.

The referral system WILL NOT make time adjustments for work orders created for Subscribers whose address is in an area that DOES NOT observe Daylight Saving Time. Work orders assigned for Subscribers whose address is located in one of these areas must be accepted, rejected, or closed one hour earlier than the time frames stated in these Business Rules. Puerto Rico, U.S. Virgin Islands and certain areas of the contiguous United States do not observe DST.

Please note that if a scheduled appointment requires a Retailer to resolve an issue that is not related to the original installation (e.g., Subscriber negligence, weather damage, new roof on the house, etc.) or not related to an issue involving hardware that is covered under the DISH Protect promotion ("[Covered Hardware](#)"), the Retailer may, in its discretion, charge the Subscriber for the trouble call work order. Retailers that plan to charge a Subscriber for the work done to resolve the trouble call work order must disclose to the Subscriber that the Retailer will be charging the Subscriber an additional amount that is not covered by the \$10.00 fee that may have already been charged by DISH before beginning the work. It is also recommended that Retailers provide an estimate of the potential charges before beginning the work, as this may help avoid misunderstandings.

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Repayment of Charged-Back Incentives

Charged back Incentives may be repaid to a Retailer in the following circumstances. DISH will pay Incentives on reactivated equipment only to the original ROR.

DBA24 Plus

For Commercial Subscribers under the DBA24 Plus Plan, if an Incentive is charged back due to a Commercial Subscriber Account disconnecting, going on DISH Pause, or downgrading below [Eligible Commercial Programming](#), Incentives will not be repaid should such Commercial Subscriber Account reactivate, come off DISH Pause, upgrade to Eligible Commercial Programming.

FlexTV Business

For Commercial Subscribers under the FlexTV Business Plan, if an Incentive is charged back due to a Commercial Subscriber Account disconnecting or downgrading below Eligible Commercial Programming, and such Commercial Subscriber Account is: (A) reactivated with or upgraded to Eligible Commercial Programming within 15 days following such disconnection or downgrade, such Incentive may be repaid (and there is no limit on the number of times that this may occur); and (B) reactivated with or upgraded to Eligible Commercial Programming after 15 days following such disconnection, such Incentive may be repaid once.

- If such repaid Incentive is subject to the 360-day 50% Chargeback rule, the Chargeback calendar will resume where it was upon the Commercial Subscriber Account's disconnection of Eligible Commercial Programming, rather than start over upon reactivation or upgrade.
- If such repaid Incentive is subject to the 30-Day or 180-day Non-pro-rated Chargeback rule (as applicable), the Chargeback calendar will restart upon the Commercial Subscriber Account's reactivation of or upgrade to Eligible Commercial Programming.

For Commercial Subscribers under the FlexTV Business plan, if an Incentive is charged back due to a Commercial Subscriber Account going on DISH Pause, and such Commercial Subscriber Account is reactivated, such Incentive may be repaid, (and there is no limit on the number of times that this may occur).

- If such repaid Incentive is subject to the 360-day 50% Chargeback rule, the Chargeback calendar will resume where it was upon the Commercial Subscriber Account's disconnection of Eligible Commercial Programming, rather than start over upon reactivation or upgrade.
- If such repaid Incentive is subject to the 30-Day or 180-day Non-pro-rated Chargeback rule (as applicable), the Chargeback calendar will restart upon the Commercial Subscriber Account's reactivation of or upgrade to Eligible Commercial Programming.

Amenity

For Commercial Subscribers under the Amenity Plan, if an Incentive is charged back due to a Commercial Subscriber Account's disconnection of or downgrade below Eligible Bulk Programming, and such Commercial Subscriber Account is reactivated with or upgraded to Eligible Bulk Programming, such Incentive will be repaid and the Chargeback calendar will restart upon the Commercial Subscriber Account's reactivation of or upgrade to Eligible Bulk Programming.

Failure of Repayment

If a Retailer believes that a charged back Incentive has not been repaid correctly within 3 weeks of when it should have been, the Retailer should submit a payment dispute under the Communicate tab in Partner Hub. Please note that although antenna equipment is not considered leased equipment, if an account disconnects within 30 days of activation, all antenna-related Incentives will be subject to Chargeback.

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Sales-Only Option

For those Retailers who do not intend to perform the installation for a particular sale, DISH has a sales-only option. The Retailer may elect to have DISH or DISH's third-party contractor, perform an installation for any sale by selecting the "DISH Install" option in Axiom. There are only three scenarios for which the sales-only option should be used:

- For Local Retailers who have the opportunity to complete sales outside their normal sales market, and for which there was no advertising performed.
- For a Local Retailer who for a limited timeframe has a higher volume of sales than capacity to perform installations.
- For Local Retailers who are considering expanding into a market where currently they have no physical presence, the sales-only option may be used for a limited time. Specifically, subject to the below conditions, a Retailer may market and sell into an area, and have DISH perform the installation for up to a 6-month period.
 - In order to participate in this sales-only option, Retailers must contact their area manager to obtain approval, identify a target [DMA](#), and create a marketing campaign.
 - Should a Retailer wish to continue advertising and selling in a market after 6 months, that Retailer must hire technicians who will perform installations on at least 80% of all sales in the area.
 - If at the end of the 6 month period the Retailer is still actively marketing and using the sales-only option for the majority of their sales in the target DMA, such Retailer may be subject to disciplinary action, up to and including termination.

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Installation Requirements

Required Standards: All installations must be completed in strict accordance with [Section 2.9](#) of the Retailer Agreement, the guidelines set forth in the [Installation Reference Handbook](#) (located on [DISH Portal](#)) and all other applicable Business Rules. Retailers who do not comply with these requirements or who perform otherwise substandard installations that later require the intervention of DISH or any of its Affiliates will receive payment Chargebacks approximately equal to all costs expended to correct such installation issues. Please refer to the Retailer Installation and Use of Subcontractors Business Rules for details on certification, insurance requirements, and other procedures.

Standard Professional Installation (SPI): Retailers may be required to provide a Subscriber with a Standard Professional Installation at no additional charge under the applicable Promotional Program.

Promotional Program Requirements: Individual Promotional Programs may have additional installation requirements.

Other Installations: In certain installations, additional equipment may be required and additional fees may apply.

Reconditioned Equipment Disclosure: If a Retailer provides any Subscriber with a reconditioned or remanufactured Receiver model at any time and for any reason, the Retailer must inform the Subscriber prior to lease or sale: (A) that such Receiver is not new and has been reconditioned to operate as new; and (B) of any applicable warranty.

Telephone/Broadband Lines: All Receivers in a given Subscriber's location must be connected properly and professionally to the location's land-based phone lines or, solely in the case of a model ViP 722 DVR, Hopper 3, Hopper 2 or Hopper 1 Receiver, broadband network connection. The Receivers must be connected to such phone/broadband lines in a manner that encourages the Subscriber to leave them connected.

Orbital Locations: All antennas and satellite Receivers must be installed so that they can receive signal from, at a minimum, either of the following sets of orbital locations: (A) 110° and 119°; or (B) 61.5° and 72.7°. Antennas and satellite Receivers may need to receive signal from other locations as well.

Antenna Upgrades: Retailers must install the Antenna configuration as directed by the order entry tool based on the programming selected unless otherwise communicated via a Retailer News. If the Retailer does not fulfill the antenna installation in full compliance with all applicable Business Rules (as determined by DISH at Any Time and in its Sole Discretion), DISH may fulfill the Subscriber's antenna request and charge back the Retailer.

180-Day Installation Warranty: The Retailer must warranty their installation and hardware during the first 180 days following activation. If a Subscriber calls DISH for installation and hardware related issues within this warranty period and a CSR is unable to resolve the Subscriber's issue, a trouble call work order will be created and routed to the Retailer of Record's (ROR) work order queue located under the Manage tile > Work Orders > Accept/Reject Work Orders on Partner Hub. Failure to complete an assigned work order within the first 180 days is subject to an Installation Warranty Chargeback (payment code INSWRNTYCB) in the amount of \$100.

60-Day Technician Visit Warranty: The [Last Event Provider](#) (LEP) who provided any Technician Visit (installation, trouble call, Change Receiver, etc.) for a Subscriber Account must warranty their work for the next 60 days. If a Subscriber calls DISH for issues within this warranty period and a CSR is unable to resolve the Subscriber's issue, a trouble call work order will be created and routed to the LEP's work order queue. Failure to complete an assigned work order within the next 60 days from the last Technician Visit Provided will result in a warranty Chargeback (payment code WRRNTYCBCK) of \$50.

Chargebacks: Notwithstanding anything to the contrary contained herein, DISH may charge back any and all Incentives and others payments made to a Retailer who does not: (A) honor the required 180-day installation warranty; or (B) perform all installation (including SPI, if required) and after-sales services for the applicable Subscriber Account in full compliance with [Section 2.9](#) of such DISH Retailer's Retailer Agreement.

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Master List of Definitions

All capitalized terms will have the meanings set forth herein or as otherwise referenced; any capitalized terms not defined herein will have the meanings set forth in your Retailer Agreement(s).

The following terms are defined in your Retailer Agreement(s):

Additional Bulk Incentive(s)	Incentive(s)
Affiliate(s)	Laws
Any Time	Multiple Dwelling Unit (MDU)
Bulk Incentives	Monthly Incentive(s)
Bulk Programming	Other Agreement(s)
Bulk Subscriber Account(s)	Private Commercial Location(s)
Business Rule(s)	Promotional Program(s)
Commercial Location(s)	Public Commercial Location(s)
Commercial Subscriber Account(s)	Qualifying Bulk Subscriber
Direct Broadcast Satellite (DBS)	Qualifying Commercial Subscriber
DISH	Qualifying Residential Programming Subscriber
DISH Commercial Customer Agreement	Residential Location(s)
DISH System	Residential Programming Subscriber Account(s)
Electronic Funds Transfer (EFT)	Retailer
Eligible Bulk Programming	Sole Discretion
Eligible Commercial Programming	Subscriber Account
Eligible Residential Programming	Territory
Free to Guest (FTG)	Unit(s)/Drop(s)
Hardware	

0-Day Chargeback means that no Chargeback applies.

180-Day Non-pro-rated Chargeback means that DISH may charge back up to 100% of the applicable Incentive if any of the applicable Chargeback conditions occurs (as set forth in applicable Business Rules).

30-Day Non-pro-rated Chargeback means that DISH may charge back up to 100% of the applicable Incentive if any of the applicable Chargeback conditions occurs (as set forth in applicable Business Rules).

90-Day Non-pro-rated Chargeback means that DISH may charge back up to 100% of the applicable Incentive if any of the applicable Chargeback conditions occurs (as set forth in applicable Business Rules).

360-Day 50% Chargeback means that DISH may charge back up to 50% of the applicable Incentive if any of the applicable Chargeback conditions occurs (as set forth in applicable Business Rules).

360-Day Pro-rated Chargeback means that DISH may charge back certain portions of the applicable Incentive if any of the applicable Chargeback conditions occurs (as set forth in applicable Business Rules), based on a 360-day calendar. The following is an example showing how a \$300 Incentive would be charged back under the 360-Day Pro-rated Chargeback rule based on the day on which the Chargeback condition occurs:

Incentive Payment Pro-Rated Chargeback Calendar						
Primary Incentive Type	Example Payment Amount	0-90 Days From Activation	91-180 Days From Activation	181-270 Days From Activation	271-360 Days From Activation	361 + Days From Activation
Primary Activation Incentive	\$300	\$300 charge back (100%)	\$225 charge back (75%)	\$150 charge back (50%)	\$75 charge back (25%)	\$0 charge back (0%)

Account Holder means the Subscriber approved for a Subscriber Account with DISH. The Account Holder must meet all qualifications for the Promotional Program and sign all applicable customer agreements.

Activation Fee means the non-refundable fee charged to the Subscriber by DISH (and collected by the Retailer or DISH, as determined by DISH at Any Time and in its Sole Discretion) for activation of DISH equipment and/or programming. The Activation Fee amount, if applicable, is set forth in the Business Rules for each Plan and related Promotional Program.

Activation Incentive means an amount, credit or other consideration provided to a Retailer based upon the activation or upgrade of a Subscriber Account, as set forth herein.

Antenna or **antenna** means a roundish reflector mounted on a mast and attached to a Subscriber’s home or business for the purpose of receiving an Eligible Programming signal. The following are the current models of DISH antennas:

- Dish 1000.2 WA Hybrid: a 20” antenna that receives Eligible Programming from 110° and 119° orbital locations. It is used in a Western Arc market only. Required in Hopper 2 or Hopper 1 installations.
- Dish 1000.2 EA Hybrid: a 20” antenna that receives Eligible Programming from 61.5° and 72.7° orbital locations. It is also known as an Eastern Arc antenna. Required in Hopper 2 or Hopper 1 installations.
- Dish 500: a 20” antenna capable of receiving signal from 110° and 119° orbital locations and may also be used to access a single orbital location.
- Dish 1000.4: a 20” antenna that receives Eligible Programming from 61.5°, 72.7°, and 77° orbital locations. It is also known as an Eastern Arc antenna.
- Dish 1000.2: a 20” antenna that receives Eligible Programming from 110° and 119° orbital locations. It is used in a Western Arc market only.
- Dish 1000.2 EA: a 20” antenna that receives Eligible Programming from 61.5° and 72.7° orbital locations. It is used in an Eastern Arc market only.
- Dish 500+ or DPP 500+: a 30” antenna that receives Eligible Programming from 110°, 119°, and 118.7° orbital locations. It is used in a Western Arc market and may be used in an Eastern Arc Market to receive programming from 118.7° only.
- Dish 1000+ or DPP 1000+: a 30” antenna that receives Eligible Programming from 110°, 119° and 118.7° orbital locations. It is used in Western Arc Markets only.
- Dish 500AK: a 30” antenna that is used in the Authorized Alaska ZIP Codes only to receive Eligible Programming from 119° orbital location.
- Dish 500 HI 110/119: a 30” antenna that is used in Hawaii only to receive Eligible Programming from 110° and 119° orbital locations.
- Dish 500 HI 119: a 30” antenna that is used in Hawaii only to receive Eligible Programming from 119° orbital location.
- Dish 500 PR/VI: a 30” antenna that is used in Puerto Rico and U.S. Virgin Islands only to receive Eligible Programming from 119° and 110° orbital locations.

Approved HD Encoder is the combined software and hardware components used for the purpose of inputting 480 or 720 DBS programming signal, watermarking then distributing, delivering or displaying the proper MPEG-2 or MPEG-4 encoded signal and/or facilitating the use of Bulk Programming. Approved Encoders come equipped with Watermarking, video and audio quality standards at a level suitable to DISH, HDMI output does not exist, and assures these features are factory default settings so as to not be inadvertently turned off due to a reset caused by power loss.

Authorized Alaska ZIP Codes include the following:

Anchorage, AK DMA Authorized Zip Codes									
99501	99508	99515	99522	99567	99588	99629	99654	99676	99760
99502	99509	99516	99523	99568	99599	99631	99663	99683	99775
99503	99510	99517	99524	99572	99603	99635	99664	99686	99776
99504	99511	99518	99529	99573	99605	99639	99669	99687	99780
99505	99512	99519	99530	99577	99610	99645	99672	99688	99790
99506	99513	99520	99540	99586	99611	99652	99674	99694	
99507	99514	99521	99556	99587	99623				
Fairbanks, AK DMA Authorized ZIP Codes									
99701	99704	99707	99709	99711	99714	99725	99737	99744	99775
99702	99705	99708	99710	99712	99716	99729	99743	99760	99790
99703	99706								
Juneau, AK DMA Authorized ZIP Codes									
99802	99811	99824	99827	99829	99840	99801	99803	99821	99829
99835	99901	99921	99928						

* DISH Protect is only available in Alaska to Subscribers within the Authorized Alaska ZIP Codes listed above. Remote Areas of Alaska are not eligible for DISH Protect, regardless of their Plan.

Authorized Distributor means an entity authorized in writing by DISH and Echosphere to resell DISH approved equipment, parts, and accessories.

AutoPay means a method of payment for Eligible Programming or other DISH services that permits an automatic charge to a Subscriber’s credit card, debit card, or bank account via electronic funds transfer (EFT) to pay for Eligible Programming, other DISH services, and/or fees, as applicable. AutoPay can occur on a monthly or annual basis, depending on DISH’s payment options, which DISH may determine at Any Time and in its Sole Discretion.

Billed Drops means the number of Units that DISH is billing for services at a particular Bulk Property. The number of Billed Drops may differ from Total Units in circumstances where Bulk Phased Construction or Bulk Seasonal Properties have been approved. Regardless of actual number of Total Drops at a Bulk Property, all Bulk Property locations will be billed for a minimum of 10 Billed Drops.

Business Fee means the monthly fee based on the [Eligible Commercial Programming](#) that a Commercial Subscribers selects and is required to pay in addition to their programming costs and any other applicable monthly fees.

Bulk Activation and Change Request Form means the form that must be submitted by Retailers to DISH for the activation of Bulk Programming.

Bulk Property means a property that qualifies to receive Bulk Programming.

CA ID Number is a Receiver identification number that is unique and does not change. It is commonly referred to as the R00 or R01.

Cancellation Fee means the cancellation fee that applies pursuant to a Subscriber’s Plan Agreement if the Subscriber terminates their Plan Agreement or deactivates Required Minimum Programming, or their DISH service is disconnected for any reason, prior to the end of the Subscriber’s Term Commitment and the Subscriber has not yet paid all programming and other fees and charges due during the Term Commitment. If any Subscriber owes DISH more than one Cancellation Fee at any time, the Cancellation Fee with the greater amount shall control.

Change Receiver means the Promotional Program in which existing Subscribers may upgrade their DISH System or Receivers to a higher model family. Eligibility is determined by DISH’s Sole Discretion. A 24-month commitment is required for participation. The Subscriber leases their Hardware from DISH.

Commercial Fees refer to monthly fees outlined in the Commercial Customer Agreement.

Commercial Master Business Rules means these Commercial Master Business Rules, in the version then currently in effect.

Commercial Required Minimum Programming means the Minimum level of programming that may be required for each Promotional Program that the Subscriber must subscribe to in order to participate in that particular Plan. If the Subscriber downgrades below that required programming level, as specified in the Plan, the Subscriber: (i) may owe DISH a Cancellation Fee; and/or (ii) may forfeit any promotional benefits that the Subscriber may have otherwise been eligible to receive.

Required Minimum Programming Packages	
DishLATINO Básico	Eligible Basic International Programming
Flex Pack	Smart Pack
DISH America	America’s Top 120

Commercial Standard Professional Installation (Commercial SPI) means the items/services that the technician is required to include at the time of installation of the DISH System at a Commercial Location. Included:

- Installation of up to a 2-story commercial building.

Commercial Retailer Master Business Rules

- Assembly of up to 2 antennas (cost of additional antenna(s) is Subscriber's responsibility).
- Ground system components.
- Antenna system alignments and signal optimization.
- Cable routing through existing exterior structure penetration.
- 1 wall penetration/wall fish.
- Installation of RG-6 cable.
- Interior cable routing.
- Complete installation of the number of Receiver(s)/tuner(s) specified in an applicable Plan to the number of television(s) specified in an applicable Plan.
- Up to 4 hours of labor (which includes drive time to and from the installation location).
- Equipment operation verification.
- Service activation.
- At least 30 minutes of Subscriber education on the DISH System.

Excluded:

- The installation pricing schedule includes only installation fees and does not include Eligible Programming, other DISH service or DISH equipment costs.
- Electrical service must be provided by the Subscriber.
- Retailer and/or DISH, as applicable, reserve the right to conduct a pre-installation survey at the Subscriber's expense, and to prepare a customized estimate for proposed system installation.
- Commercial installations that are outside the scope of Commercial SPI require customized pricing and design.
- Additional equipment parameters that fall outside the requirements of Commercial SPI and the applicable Plan include: non-penetrating roof mount, additional Receiver(s), additional LNBFs, and switches.
- Antenna installation must be within 15 feet of the existing exterior structure penetration.
- The electric ground must be within 20 feet of the antenna installation and within 30 feet of the existing exterior structure penetration.
- All permits, inspections, rights of entry, permissions, and exterior structure penetrations are the responsibility of the Subscriber. Related written documentation must be provided prior to the system installation.

Commercial Subscriber Qualification - Each Retailer must attempt to qualify a prospective customer in Axiom by using the Household and Eligibility tabs. Retailers must fully and correctly enter, as applicable:

- the Subscriber's valid Business Name;
- the Subscriber's Billing Address;
- the Subscriber's Service Address, to ensure Subscribers are placed in their proper Designated Market Area (DMA), as defined by Nielsen, for purposes of determining which Programming the Subscriber is eligible to receive;
- the Subscriber's Phone Number;
- the Business' Tax ID # or the Subscriber's SSN (if it's a Sole Proprietorship);
- a valid major credit card or debit card number (as applicable and as determined by DISH at Any Time in its Sole Discretion) issued to the Subscriber who will be signing the Plan Agreement.
 - Please note that at or about the time of credit card or debit card validation during the new qualification process described above, up to **\$1** is reserved on the credit card or debit card provided to DISH for approximately 3-30 days. The actual hold time period may vary and depends on, among other things, the financial institution administering such Subscriber's credit card or debit card.
 - A Subscriber's credit card or debit card may not be used to qualify more than one residential Subscriber Account for any reason. Using one credit/debit card to qualify more than one Subscriber Account or using a credit/debit card not owned and authorized by the Subscriber listed on the Plan Agreement will result in Chargeback of all Incentives, including Equipment Discounts, paid to the Retailer.
 - Please note that a Prepaid Card may not be used to qualify a Subscriber.

Co-op means an amount, credit or other consideration provided to a Retailer that may be used, as set forth herein, solely for marketing and promotion of Eligible Programming and other services pursuant to the DISH BrandDRIVE Simplified Marketing and Co-op Rules or as set forth herein.

Commercial Retailer Master Business Rules

Covered Hardware means DISH Network Direct Broadcast Satellite (DBS) video hardware, either purchased or leased, that is active on a DISH account installed at a Residential location or a Public/Private Commercial location that carries the DISH Protect.

Credit Scoring is required for [Standard Subscriber Qualification](#) for specified Promotional Programs. Retailers will be charged a fee of up to \$2.50 for each credit check submission. Equifax, Experian, and TransUnion will bill Retailers directly for credit-scoring services.

Customer Retention Program (CRP) is a program that ranks Retailers on their performance in retaining Residential and Commercial Subscribers.

Customer Service Representative (CSR) means a DISH employee who directly assists Subscribers.

DASH Line means a phone number – (866) 688-3274 – that Retailers must call to complete certain changes to a Subscriber Account, including but not limited to, Receiver upgrades or exchanges.

Designated Market Area (DMA) means the areas, as defined by Nielsen Media Research, which can receive Eligible Local Networks Programming.

Device, as it pertains to Sling TV, means a piece of equipment that may be used to stream Sling TV content, such as Roku 3 or Roku Stick. A Device may be offered to Subscribers with certain Sling TV promotions.

Disclosures means the Promotional Program terms Retailers are required to provide to the Subscriber that is listed on the account being activated.

DISH Approved as Compatible Accessories List means the Hardware that has been approved for use in the installation of a DISH System by DISH. All accessories and non-DISH equipment that DISH and/or its Affiliates have compiled and published for use by Retailers are included on the DISH Approved as Compatible Accessories List on [DISH Portal](#).

DISH BrandDRIVE Simplified Marketing and Co-op Rules means the document created by DISH that contains DISH's rules pertaining to advertising, marketing and promotion of Eligible Programming, other DISH services and DISH equipment. DISH may change the DISH BrandDRIVE Simplified Marketing and Co-op Rules at Any Time and in its Sole Discretion.

DISH Business Advantage (DBA) / DBA24 Plus means a Promotional Program available to Commercial Subscriber Accounts.

DISHComm means a connectivity device used to connect Receivers to the Internet via electrical wiring.

DISHComm Modem means the hardware that utilizes HomePlug Technology to connect a DISH Receiver to a phone line.

DISH Install in Axiom is a sales flow located in Axiom that allows Retailers to sell the DBA24 Plus and FlexTV Business plans to Qualifying Commercial Subscribers that they are unable to install. For additional details please refer to the [Sales-Only Option](#).

DISH Outdoors Mobile Antenna means a KING or Winegard portable antenna used by a Subscriber for the purpose of receiving Eligible Programming signal.

DISH Paperless Agreement App enables Retailers to electronically submit new and existing Subscriber agreements from a compatible mobile device.

DISH Portal is the website DISH has created to provide Retailers access to documentation and training related to DISH. Documentation includes but is not limited to Business Rules, Retailer News and other training materials.

DISH Pro (DP) means an LNBF that provides one orbital at a time and supports only one tuner per feed.

DISH Pro Plus (DPP) means an LNBF that supports single or dual tuner Receivers and is the preferred solution for dual tuner Receivers like ViP.

DISH Pro Hybrid (DPH)/Slimline means an LNBF that supports multi-tuner Receivers and is the preferred solution for Hopper 1, Hopper 2 and Hopper 3.

DISH Protect means DISH's optional service program for Subscribers.

Duo, in the context of a Receiver, means a Receiver with 2 tuners designed to function on 2 televisions. See [Receiver Hierarchy](#) for a listing of all the various Receiver types.

DVR means digital video recorder, or indicates those Receivers that are equipped with digital video recording capability. See Receiver Hierarchy for a listing of all the various Receiver types.

Eastern Arc Configuration means those installation configurations that DISH has authorized at Any Time and in its Sole Discretion for use in the Eastern Arc Markets.

Eastern Arc Configuration Subscriber means Subscribers who have the following qualifications:

- The Subscriber is located in an Eastern Arc Market; and
- upon initial account activation, such Subscriber will receive Eligible Programming from 2 or more of the 61.5°, 72.7° and 77° orbital locations; and
- has an [Eligible HD Programming](#) package.

Eastern Arc Markets refer to Eligible Local Networks Programming that is broadcast from the 61.5° 72.7°, or 77° orbital location. Please see Eastern Arc Only DMA and Eastern Arc Preferred DMA for lists of Eastern Arc Markets.

Eastern Arc Only DMA is an Eastern Arc Market where all Subscribers, regardless of HD subscription, must be installed on the Eastern Arc with [MPEG-4](#) equipment. The following are included; DMA numbers are in parentheses:

Eastern Arc Only			
Albany et al, NY (532)	Columbia, MO (604)	Monroe, LA (628)	Springfield, MO (619)
Albany +, VT (431)	Columbus, GA (522)	Myrtle Beach, SC (570)	Syracuse, NY (555)
Augusta, GA (520)	Davenport, IA (682)	Northeast Portland +, ME (435)	Tallahassee, FL (530)
Bangor, ME (537)	Evansville, IN (649)	New Orleans, LA (622)	Utica, NY (526)
Baton Rouge, LA (716)	Gainesville, FL (592)	Paducah, KY (632)	Watertown, NY (549)
Binghamton, NY (502)	Greenville, SC (567)	Panama City, FL (656)	Wheeling, NY (554)
Bluefield, WV (559)	Greenwood, MS (647)	Portland, ME (500)	Wilkes Barre, PA (577)
Boston, MA (506)	Jackson, MS (718)	Portland-Auburn +, ME (433)	Youngstown, OH (536)
Boston +, VT (432)	Johnstown, PA (574)	Presque Isle, ME (552)	
Buffalo, NY (514)	Lake Charles, LA (643)	Providence, RI (521)	

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Burlington, VT (523)	Lansing, MI (551)	Quincy, IL (717)	
Burlington +, NH (434)	Lexington, KY (541)	Rockford, IL (610)	
Charleston, SC (519)	Madison, WI (669)	South Bend, IN (588)	
	Milwaukee, WI (617)	Springfield, MA (543)	

Eastern Arc Preferred DMA is an Eastern Arc Market where all Subscribers to HD programming, as well as DBA Subscribers to SD programming, must be installed. FlexTV Business SD Subscribers remain on the Western Arc. Exceptions based on Latino and International programming as well as no line of sight may apply in some markets. The following are included; DMA numbers are in parentheses:

Eastern Arc Preferred			
Abilene, TX (662)	Dothan, AL (606)	Kent County, DE (436)	Perry County +, MO (425)
Albany, GA* (525)	Elmira, NY (565)	Knoxville, TN (557)	Philadelphia PA* (504)
Alexandria, LA (644)	Flint, MI (513)	Lafayette, IN (582)	Pittsburgh, PA (508)
Alpena, MI (583)	Franklin County +, PA (422)	Lafayette, LA* (642)	Raleigh, NC* (560)
Amarillo, TX (634)	Ft. Myers, FL* (571)	Lima, OH (558)	Richmond, VA* (556)
Atlanta, GA* (524)(524)	Ft. Wayne, IN (509)	Louisville, KY (529)	Rochester, NY (538)
Baltimore, MD (512)	Grand Rapids, MI* (563)	Lubbock, TX (651)	Salisbury MD (576)
Biloxi, MS (746)	Greensboro et al, NC (518)	Macon, GA (503)	Savannah, GA* (507)
Birmingham, AL* (630)	Greenville, NC (545)	Marquette, MI (553)	St. Louis, MO* (609)
Bowling Green, KY (736)	Harrisburg, PA (566)	Memphis, TN* (640)	Tampa, FL* (539)
Charleston, WV (564)	Harrisonburg, VA (569)	Minneapolis, MN* (613)	Traverse City, MI (540)
Charlotte, NC* (517)	Hartford, CT (533)	Mobile, AL* (686)	Tyler, TX (709)
Chicago, IL* (602)	Hattiesburg, MS (710)	Nashville, TN* (659)	W Palm Beach, FL* (548)
Cincinnati, OH (515)	Huntsville, AL* (691)	New York, NY (501)	Washington DC (511)
Clarksburg, WV (598)	Jackson, TN (639)	Norfolk, VA* (544)	Wilmington, NC (550)
Cleveland, OH* (510)	Jonesboro, AR (734)	Orlando, FL* (534)	Zanesville, OH (596)
Des Moines, IA* (679)	Joplin, MO* (603)	Parkersburg, WV (597)	
Detroit, MI* (505)	Kansas City, MO* (616)	Peoria, IL (675)	

eAutoPay means the combination of electronic billing and AutoPay services Subscribers may select.

Echosphere (Echosphere L.L.C.) is a technology company that distributes DISH Systems, Receivers and Hardware.

Eligible HD Local Networks at 61.5° Markets means Eligible Local Networks Programming that is available in HD from the 61.5° orbital location. The following are included:

Eligible HD Local Networks - 61.5° Markets			
Abilene, TX (662)	Dallas, TX (625)	Lafayette, IN (582)	Portland, ME (500)
Albany, GA (525)	Davenport, IA (682)	Lafayette, LA (642)	Portland – Aub +, ME (433)
Albany, NY (532)	Des Moines, IA (679)	Lake Charles, LA (643)	Presque Isle, ME (552)
Albany +, VT (431)	Detroit, MI (505)	Lansing, MI (551)	Providence, RI (521)
Alexandria, LA (644)	Dothan, AL (606)	Lexington, KY (541)	Quincy, IL (717)
Alpena, MI (583)	Elmira, NY (565)	Lima, OH (558)	Raleigh, NC (560)
Amarillo, TX (634)	Evansville, IN (649)	Lincoln, NE (722)	Richmond, VA (556)
Atlanta, GA (524)	Flint, MI (513)	Little Rock, AR (693)	Rochester, NY (538)
Augusta, GA (520)	Franklin County +, PA (422)	Louisville, KY (529)	Rockford, IL (610)
Austin, TX (635)	Ft. Meyers, FL (571)	Lubbock, TX (651)	Salisbury, MD (576)
Baltimore, MD (512)	Ft. Wayne, IN (509)	Macon, GA (503)	Savannah, GA (507)
Bangor, ME (537)	Gainesville, FL (592)	Madison, WI (669)	Sherman, TX (657)
Baton Rouge, LA (716)	Gillespie County+, TX (429)	Marquette, MI (553)	South Bend, IN (588)
Beaumont, TX (692)	Grand Rapids, MI (563)	Memphis, TN (640)	Springfield, MA (543)
Biloxi, MS (746)	Green Bay, WI (658)	Milwaukee, WI (617)	Springfield, MO (619)
Binghamton, NE (502)	Greensboro, NC (518)	Minneapolis, MN (613)	St. Louis, MO (609)
Birmingham, AL (630)	Greenville, NC (545)	Mobile, AL (686)	Syracuse, NY (555)
Bluefield, WB (559)	Greenville, SC (567)	Monroe, LA (628)	Tallahassee, FL (530)
Boston, MA (506)	Greenwood, MS (647)	Montague County +, TX (427)	Tampa, FL (539)
Boston +, VT (432)	Harrisburg, PA (566)	Myrtle Beach, SC (570)	Topeka, KS (605)
Bowling Green, KY (736)	Harrisonburg, VA (569)	Nashville, TN (659)	Traverse City, MI (540)
Buffalo, NY (514)	Hartford, CT (533)	NE Portland +, ME (435)	Tyler, TX (709)
Burlington, VT (523)	Hattiesburg, MS (710)	New Orleans, LA (622)	Utica, NY (526)
Burlington +, NH (434)	Houston, TX (618)	New York, NY (501)	W. Palm Beach, FL (548)
Charleston, SC (519)	Huntsville, AL (691)	Norfolk, VA (544)	Waco, TX (625)
Charleston, WV (564)	Jackson, TN (639)	Omaha, NE (652)	Washington, DC (511)
Charlotte, NC (517)	Jackson, MS (718)	Orlando, FL (534)	Watertown, NY (549)

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Chattanooga, TN (575)	Jacksonville, FL (561)	Paducah, KY (632)	Wheeling, WV (554)
Chicago, IL (602)	Johnstown, PA (574)	Panama City, FL (656)	Wichita Falls, TX (627)
Clarksburg, WV (598)	Jonesboro, AR (734)	Parkersburg, WV (597)	Wiles Barre, PA (577)
Cleveland, OH (510)	Joplin, MO (603)	Peoria, IL (675)	Wilmington, NC (550)
Columbia, SC (546)	Kansas City, MO (616)	Perry County+, MO (425)	Youngstown, OH (536)
Columbia, MO (604)	Kent County, DE (436)	Philadelphia, PA (504)	Zanesville, OH (596)
Columbus, GA (522)	Knoxville, TN (557)	Pittsburgh, PA (508)	

Eligible HD Local Networks at 77° Markets means Eligible Local Networks Programming that is available in HD from the 77° orbital location. The following are included:

Eligible HD Local Networks - 77° Markets			
Bluefield, WV (559)	Evansville, IN (649)	Little Rock, AR (693)	Springfield, MO (619)
Cincinnati, OH (515)	Jacksonville, FL (561)	Louisville, KY (529)	
Columbus, GA (522)	Lexington, KY (541)	Paducah, KY (632)	
Davenport, IA (682)	Lima, OH (559)	Perry County +, MO (425)	

Eligible HD Programming means HD Programming including Flex Pack or higher, HD Dos or higher and DISH America or higher.

Eligible International 118.7° Programming means the following programming when broadcast from the 118.7° orbital location:

- Residential Location – [Residential Basic International Programming](#) or [Residential Basic International Programming](#) by Language Group/Residential Eligible International Programming by Language
- Commercial Location – Commercial International Programming

Eligible Local Networks at 61.5° Markets means Eligible Local Networks Programming that is available from the 61.5° orbital location. The following are included:

- Providence, RI

Eligible Local Networks at 110° Markets means Eligible Local Networks Programming that is available from the 110° orbital location. The following are included:

- Fairbanks, AK
- Juneau, AK
- Puerto Rico

Eligible Local Networks Programming means any SD or HD local network programming provided by DISH to a Subscriber who is legally eligible to view such programming.

Eligible Programming means any one or combination of Eligible Residential Programming, Eligible Commercial Programming, Eligible Bulk Programming or other programming specified by DISH in its Sole Discretion. Packages currently include:

Eligible Residential Programming			
Welcome Pack	DishLATINO Básico	Residential Basic International Programming	Dish America
Smart Pack	DishLATINO Clásico		DISH America
Flex Pack	DishLATINO Plus		Silver
America's Top 120	DishLATINO Dos		DISH America Gold

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America's Top 120 Plus	DishLATINO Max	<u>Residential Basic International Programming by Language Group/Residential Eligible Programming by Language Group</u>	
America's Top 200			
America's Top 250			
America's "Everything" Pak			

Eligible Commercial Programming			
Welcome Pack	DishLATINO Básico	<u>Residential Basic International Programming</u>	DISH America DISH America Silver DISH America Gold
Smart Pack	DishLATINO Clásico		
Flex Pack	DishLATINO Plus		
America's Top 120	DishLATINO Dos		
America's Top 120 Plus	DishLATINO Max	<u>Residential Basic International Programming by Language Group/Residential Eligible Programming by Language Group</u>	
America's Top 200			
America's Top 250			

Eligible Bulk Programming	
Essentials America's Top 120 America's Top 120 Plus America's Top 200 America's Top 250	Premier* Prime** DishLATINO Clásico International Basic Chinese Basic
* Available to Free to Guest Bulk properties only. Eligible for Head-end systems only. ** Available to MDU Bulk properties only.	
Ineligible Bulk Programming	
HBO [®] *** HBO [®] & Cinemax [®] ***	
***When Premium channels are obtained pursuant to the Promotional Program HBO [®] Commitment Offer Plan rates.	

EPG Data means a limited subset of licensed, proprietary, or trademarked data produced by video character generation equipment to display continuously updated menus of broadcast programming or scheduling information distributed through an Electronic Program Guide (EPG) but not an Interactive Program Guide (IPG).

EPG Provider means any entity that produces and/or licenses EPG Data for use in EPG or IPG Applications for direct or indirect clientele.

EPG Application is the combined software and hardware components used for the purpose of displaying, promoting, identifying, and/or facilitating use and/or selection of television programs or movies in an Electronic Program Guide.

Equipment Discount means payment that is made to DISH Retailers with a valid DISH Network Retailer Agreement in full force and effect in order to compensate for DISH Systems, Receivers, and Hardware used to complete a Standard Professional Installation.

Unless otherwise provided herein, at minimum, any Hardware component (e.g., Receivers, switches, Antennas) must meet the following requirements in order to be eligible for the payment of Equipment Discounts:

- be purchased by a DISH Retailer directly from Echosphere or Authorized Distributor;
- be resold by such DISH Retailer to the Qualifying Commercial Subscriber or transferred by such DISH Retailer directly to DISH and leased by DISH directly to the Qualifying Commercial Subscriber;
- be installed by such DISH Retailer at the Qualifying Commercial Subscriber's Residential Location, Commercial Location or Bulk Location, as applicable, in full compliance with Section 2.9 of the DISH Retailer's Retailer Agreement; and
- result in the activation or continuation of Eligible Programming at the Subscriber's Residential Location, Commercial Location, or Bulk Location, as applicable.
- Additional requirements may apply as set forth herein.

Existing Commercial Subscriber Qualification Process means the process Retailers must follow to qualify existing Commercial Subscribers in Axiom. To qualify a Subscriber, Retailers must fully and correctly enter a

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Subscriber's DISH account number and one of the following: last name, Phone Number, or service address. Axiom will then identify which Existing Customer Offers such Subscriber is eligible for.

- Please note that at or about the time of credit card or debit card validation during the new qualification process described above, \$1 is reserved on the credit card or debit card provided to DISH for approximately 3-30 days. The actual hold time period may vary and depends on, among other things, the financial institution administering such Subscriber's credit card or debit card.
- Please note that a Prepaid Card may not be used to qualify a Subscriber.
- Existing Residential Subscriber Qualification Process means the process Retailers must follow to qualify existing Residential Subscribers in Axiom. To qualify a Subscriber, Retailers must fully and correctly enter a Subscriber's DISH account number and one of the following: last name, Phone Number, or service address. Axiom will then identify which Existing Customer Offers such Subscriber is eligible for.
- Please note that at or about the time of credit card or debit card validation during the new qualification process described above, \$1 is reserved on the credit card or debit card provided to DISH for approximately 3-30 days. The actual hold time period may vary and depends on, among other things, the financial institution administering such Subscriber's credit card or debit card.
- Please note that a Prepaid Card may not be used to qualify a Subscriber.

EVO Fee means the monthly fee based on the estimated viewing occupancy of a Public Location that Commercial Subscribers at a Public Location may be required to pay in addition to their programming costs and any other applicable monthly fees.

EVOLVE[®] means the DISH set top box and related components used to receive encrypted DISH video and metadata from a DISH SMARTBOX, decrypt, and output DISH video and related guide information through an HDMI connection to a Television.

FlexTV Business is a Promotional Program available to Qualifying Commercial Subscribers in which the Subscriber purchases their Hardware. Subscribers are required to pay each month's programming, taxes, and other fees prior to the effective date of service.

Former Public/Private DISH Subscriber means a Subscriber who has previously maintained a DISH account at a Public or Private Location and meets certain criteria for qualifying for a new DISH account. Criteria includes but is not limited to a Subscriber:

- who timely paid any and all balances owing under their prior DISH account(s) in full; and
- who has not received Programming or other DISH services during the 2-month period prior to activation under the applicable Plan.

Former Residential DISH Subscriber means a Subscriber who has previously maintained a DISH account and meets certain criteria for qualifying for a new DISH account. Criteria includes, but is not limited to a Subscriber:

- who timely paid any and all balances owing under their prior DISH account(s) in full; and
- who has not received Programming or other DISH services during the 2-month period prior to activation under the applicable Plan.

Former Bulk Amenity DISH Subscriber means a Bulk Subscriber who has previously maintained a DISH account and meets certain criteria for qualifying for a new DISH account. Criteria includes, but is not limited to a Subscriber:

- who timely paid any and all balances owing under their prior DISH account(s) in full; and
- Who has not received Bulk Programming or other DISH services during the 2-year period prior to activation under the applicable Plan.

Free to Guest (FTG) - Type of Bulk account in any type of facility that permits overnights or short-term stays where television service is provided to guests at no additional charge.

Property Type Examples:

- Hotels / Motels
- Hospitals
- Nursing Homes/Assisted Living
- Prisons
- RV Parks
- Resorts
- Student housing (if billed by the bed)

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- Marinas
- Campgrounds
- Vacation Rentals

Good Standing Status - Retailers must be in good standing with DISH in order to be eligible to participate in any Promotional Program or receive any Incentives. DISH may determine what good standing requires at Any Time and in its Sole Discretion.

For example and without limitation, Retailers may lose their good standing status with DISH due to:

- Co-op Promotional Program fraud;
- Other Promotional Program fraud;
- Checks upon which payment is or has been stopped;
- Checks returned for insufficient funds;
- Piracy, including without limitation, "account packing";
- Signal theft;
- Smart card alteration;
- Red or Orange Residential CRP category (please see the Residential Customer Retention Business Rules for more information);
- Activating accounts located in Commercial Locations as Residential Subscriber Accounts;
- Activating accounts located in Public Locations as Private Location Subscriber Accounts;
- Falsification or alteration of Subscriber Account information;
- Activating "duplicate accounts" (e.g., misrepresenting an individual who previously received any services from DISH or any DISH Affiliate as a new Subscriber);
- Soliciting Subscribers outside the Territory; or
- Selling or attempting to sell Hardware, equipment and/or DISH Systems or Receivers on 3rd party auction sites.

DISH and each of its Affiliates may decide at Any Time and in its Sole Discretion to withhold benefits and/or privileges from Retailers who are not in good standing status, including without limitation:

- Certain payment term options (e.g., secured payment methods);
- Retailer Locator Tool eligibility;
- Incentive Trip eligibility;
- Standard Hardware pricing;
- Referral and other Promotional Program participation; and
- Regional marketing events.

HD Over Coax means the method used to distribute MPEG-2 formatted high-definition signal over coaxial cable.

Headend is the central transmission point for a system from which programming is distributed to users. In the Commercial DBS environment, the Headend consists of a satellite reception dish and all electronic equipment needed to descramble the video signal for distribution to individual Units including: one or more Receivers or **SMARTBOX** systems, taps, splitters, Receivers, modulators, power inserters and rack components.

High Definition (HD) television is a format of video broadcasting that displays greater quality visuals than previous technology.

HomePlug Technology uses power lines in the home to transmit data between compatible devices.

Hopper Duo, in the context of a Receiver, means DISH's Receiver with 2 tuners designed to support up to 2 televisions at one time that has Sling technology capabilities and is named the "Hopper Duo". A Hopper Duo can be connected to up to 1 Joey, including the Joey 1, Joey 2, Joey 3, and the Wireless Joey. The Hopper Duo also is compatible with the 4K Joey if the configuration involves a 4K television.

Hopper 1, in the context of a Receiver, means DISH's Receiver with 3 tuners designed to function on 1 television and is named the "Hopper 1." A Hopper 1 Receiver can be connected to up to 3 Joey and/or Wireless Joey Receivers or and up to 3 Joey and/or Wireless Joey Receivers. See Receiver Hierarchy for a listing of all DISH Receiver types.

Hopper 2, in the context of a Receiver, means DISH's Receiver with 3 tuners designed to function on 1 television that has sling technology capabilities and is named "Hopper 2." A Hopper 2 Receiver can be connected to up to 3 Joey and/or Wireless Joey Receivers or 1 Super Joey and up to 3 Joey and/or Wireless Joey Receivers. In

addition, a Hopper 2 Receiver contains a built-in Sling Adapter. See Receiver Hierarchy for a listing of all DISH Receiver types.

Hopper 3, in the context of a Receiver, means DISH’s Receiver designed to support up to 7 televisions at one time that has sling technology capabilities and is named the “Hopper 3.” A Hopper 3 can be connected to up to 6 Joey’s, including the Joey 2, Joey 3 and the Wireless Joey. The Hopper 3 also is compatible with the 4K Joey if the configuration involves a 4K television. See Receiver Hierarchy for a listing of all DISH Receiver types.

In-Home Services (IHS) means the DISH division that installs and services Subscriber Accounts.

Incentive Trip is a prize awarded to qualifying Retailers based on various categories of achievement and other qualification(s).

Indefinite Chargeback means that DISH may charge back up to 100% of the applicable Incentive at any time if any of the applicable Chargeback conditions occurs (as set forth in applicable Business Rules).

Individual Tax Identification Number (ITIN) means a nine-digit United States tax processing number issued by the Internal Revenue Service. Each ITIN sequence that is provided will be credit scored through a national credit bureau. If a Subscriber is declined pursuant to information provided by such national credit bureau, such Subscriber should receive a declination letter within 30 days.

Ineligible Bulk Programming means the Bulk Programming packages designated by DISH as not qualifying for the payment of Bulk Incentives under this Agreement, as set forth in applicable Business Rules, as such Business Rules may be modified in whole or in part at Any Time in DISH’s Sole Discretion.

Eligible Bulk Programming	
Essentials	America’s Top 250
America’s Top 120	Premier*
America’s Top 120 Plus	Prime**
America’s Top 200	DishLATINO Clásico
America’s Top 250	International Basic Chinese Basic
* Available to Guest Properties only. Eligible for Head-end systems only.	
** Available to MDU Bulk properties only.	

Installation Incentive means an amount, credit or other consideration provided to a Retailer based upon the installation of equipment for a subscriber’s account, as set forth herein.

Installation Reference Handbook means DISH’s installation manual, which is [located on DISH Portal](#).

Joey, in the context of a Receiver, means a Receiver designed to function on 1 television that receives its signal from a Hopper Duo, Hopper 1 or Hopper 2. See [Receiver Hierarchy](#) for a listing of all DISH Receiver types.

L-band is the distribution method of using DP or DPP multi-satellite switches to propagate DBS-encrypted signal throughout a property or facility using the 950-2150 MHz spectrum to be decrypted by set top boxes at each coaxial output.

Last Event Provider (LEP) means the last entity that performed a [Technician Visit](#) for a Residential Subscriber Account. The LEP could be the [Retailer of Record](#), IHS, or any other Retailer.

LNBF is a low-noise block with feed horn piece of Hardware, which is used in receiving satellite signals.

Locator Tool means DISH’s online search feature, currently available to Subscribers at <http://www.dish.com>, which may list Retailers who meet certain criteria, as determined by DISH at Any Time and in its Sole Discretion. Please see the Showroom Account and Locator Tool Business Rules for more information. Locator Tool Business Rules are located in the DISH Retailer Master Business Rules.

MPEG means the type of compression DISH uses in broadcasting our signal.

MPEG-2 means the type of Receivers that utilize a generic method of compressed representation of video sequences to broadcast in Standard Definition (SD). MPEG-2 equipment is no longer eligible equipment as of June 30, 2016.

MPEG-4 means the type of Receivers that utilize an advanced method of compressed representation of video sequences to broadcast in High Definition (HD). MPEG-4 Receivers currently include only model Hopper 3, Hopper 2, Hopper 1, Hopper Duo, 4K Joey, Super Joey, Joey 1, Joey 2, Joey 3, Wireless Joey, Wally, ViP 722, ViP 722k, ViP 622, ViP 612, ViP 222, ViP 222k, ViP 211, ViP 211k, and ViP 211z Receivers.

Multiple Dwelling Unit (MDU) – Bulk services provided to longer-term residential stay facilities both rented and owned. MDU Bulk services are available for apartments, condominiums and mobile home parks. Residents may receive bulk services and/or individual services at MDU locations.

Property Type Examples:

- Apartments
- Condos
- Townhomes
- Mobile home parks
- Retirement communities

Non-Hybrid LNBF Subscribers means Subscribers who through the programming or equipment on their account must have a non-hybrid LNBF. This includes Subscribers who: (i) are not within the continental United States and in certain low-beam areas; (ii) are within the continental United States and subscribe to programming on both the 77° and 118.7° orbital locations; or (iii) are in the continental United States and in certain low-beam areas.

OE Number means a unique, identifying number that DISH assigns to certain business entities that market, promote and solicit orders for Programming on behalf of DISH (or otherwise, as DISH may determine or require at Any Time and in its Sole Discretion).

Offer means an offer that DISH, its Affiliates, its programming providers or another Third-Party Provider may make to DISH's Subscribers or a certain type of DISH Subscriber (e.g., discounted programming for a certain number of months). Offers do not require that the Subscriber sign an agreement to participate, though the Subscriber may sign a Plan Agreement in order to participate in a Plan at the same time.

Offer Code is a code provided by DISH that may be tied to a particular new Subscriber Promotional Program and must be inputted in the sales tool.

Payment Code means the code provided by DISH identifying applicable Incentives, including Equipment Discounts. Payment Codes are set forth in the Business Rules for each Incentive.

Phased Construction includes building projects located in the Territory where approved construction or renovation plans are in place to increase the number of useable Units at property or facility at some point in the future and expected final units are not yet built or available for occupation. Once construction is complete, the location's Billed Drop(s)/Unit(s) and Total Drop(s)/Units(s) will be the same.

Plan means a Subscriber offer or promotion that DISH makes available to its Subscribers generally or a certain type of Subscriber. Plans require that the Subscriber sign a Plan Agreement, and may require a certain Term Commitment and/or Required Minimum Programming. DISH reserves the right to determine any given Subscriber's eligibility to participate in any given Plan in DISH's Sole Discretion.

Plan Agreement means the agreement provided to the Subscriber that sets forth the terms and conditions of the applicable Plan.

Prepaid Card means a method of payment by which a Subscriber purchases a card with a predetermined cash value, and then uses that card to pay for Eligible Programming, Eligible Broadband Internet Service Packages, Receivers, or any other DISH services or fees, as permitted by DISH at Any Time and in its Sole Discretion. Prepaid Cards function similarly to credit and debit cards, but cannot be used for a [Standard Subscriber Qualification](#).

Primary, in the context of a Receiver, means the first Receiver activated on a Subscriber's DISH account.

QAM is Quadrature Amplitude Modulation. A technology used to deliver analog and/or digital modulation schemes of encrypted DBS service over media with limited available bandwidth. Modulating the DBS signal to pass over RG59 cabling and/or CATV designed infrastructure in the same fashion as a cable plant.

Qualifying Bulk Subscriber means a commercial enterprise providing Bulk Programming on a bulk basis, assuming delivery to one hundred percent (100%) of the Units, to a Guest Property and/or a bulk-billed MDU Property that orders Eligible Bulk Programming, that timely pays for all Bulk Programming ordered in full, that has not violated any of the terms and conditions set forth in a DISH Commercial Customer Agreement, and that has not previously received any video, audio, data, interactive or any other programming services from DISH and/or any Affiliate of DISH: (i) within the time period set forth in applicable Business Rules (solely with respect to Promotional Programs (if any) that provide for such a time period); or (ii) at any time (in all other cases). A Qualifying Bulk Subscriber shall not include any commercial enterprise that would otherwise qualify, but whose equipment DISH, in its Sole Discretion, declines to activate.

Qualifying Card means the credit card or debit card (if authorized by DISH, in its Sole Discretion) that a Subscriber provided to DISH for qualification for programming or other services. A Prepaid Card may not be used as a Qualifying Card when performing a [Standard Subscriber Qualification](#).

Qualifying Commercial Subscriber means a commercial enterprise operating a business at a Commercial Location that orders Eligible Commercial Programming, that timely pays for all Commercial Programming ordered in full, that has not violated any of the terms and conditions set forth in a DISH Commercial Customer Agreement, and that has not previously received any video, audio, data, interactive or any other programming services from DISH and/or any Affiliate of DISH: (i) within the time period set forth in applicable Business Rules (solely with respect to Promotional Programs (if any) that provide for such a time period); or (ii) at any time (in all other cases). A Qualifying Commercial Subscriber shall not include any commercial enterprise that would otherwise qualify, but whose equipment DISH, in its Sole Discretion, declines to activate.

Qualifying Institutional/Residential Location means a property located in the Territory that displays Programming in a non-public, common viewing area within a property that is owned or operated by a government or commercial entity, in which employees are being provided residential living accommodations to facilitate the requirements of their job responsibilities. For example, (and without limitation of the foregoing), non-public, common viewing areas within fire stations, oil rigs and coast guard stations are typically Institutional/Residential Locations. Notwithstanding the foregoing, DISH reserves the right to determine at Any Time, in its Sole Discretion, whether a location constitutes an Institutional/Residential Location or is more appropriately considered another type of location.

Qualifying Month means a period of time in which a Subscriber's account must be active within a calendar month to qualify for certain monthly incentives.

Qualifying SDS Subscriber means an individual at a Shared Dish MDU Property with a central master antenna system used for distribution of Programming and/or other DISH services who orders available, applicable [Eligible Residential Programming](#) (or Eligible MDU Residential Programming), who timely pays for all such Residential Programming ordered in full, who has not violated any of the terms and conditions set forth in the Residential Customer Agreement, and who has not previously received any audio, video, data, interactive or any other programming services from DISH or any Affiliate of DISH: (A) within the time period set forth in applicable Business Rules (solely with respect to Promotional Programs (if any) that provide for such a time period); or (B) at any time (in all other cases). A Qualifying SDS Subscriber shall not include any individual who would otherwise qualify, but whose equipment DISH, in its Sole Discretion, declines to activate.

Qualifying Residential Programming Subscriber means an individual at a Residential Location or an Institutional/Residential Location who orders Eligible Residential Programming, who timely pays for all Residential Programming ordered in full, who has not violated any of the terms and conditions set forth in a DISH Residential Programming Customer Agreement, and who has not previously received any video, audio, data, interactive or any other programming services from DISH and/or any Affiliate of DISH: (i) within the time period set forth in applicable Business Rules (solely with respect to Promotional Programs (if any) that provide for such a time period); or (ii) at any time (in all other cases). A Qualifying Residential Programming Subscriber shall not include

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any individual who would otherwise qualify, but whose equipment DISH, in its Sole Discretion, declines to activate.

Quarterly Chargeback means the application of a Chargeback prorated in three-month intervals throughout the full term of a commitment period. The first day of reaching a new quarter’s time interval is used to calculate a Chargeback that falls within any date during that three month period.

Receiver Hierarchy means current DISH Receiver models and Receiver model families used for the reception of Eligible Programming, listed in order of most recently released and/or most advanced technology for purposes of upgrade Promotional Programs:

Receiver Model Family	Receiver Model
Hopper 3	Hopper 3
Hopper 2	Hopper 2
Hopper 1	Hopper 1
Hopper Duo	Hopper Duo
Super Joey	Super Joey
4K Joey	4K Joey
Wireless Joey	Wireless Joey
Joey	Joey 1/Joey 2/Joey 3
Wally	Wally
HD Solo	ViP 211, ViP 211k, ViP 211z

Existing Subscribers are permitted to upgrade from a Joey 1, Joey 2, or Joey 3 to a Wireless Joey. DISH Receivers support an antenna configuration that may receive Eligible Programming from up to a maximum of four orbital locations based upon geographic location and programming selected.

Refer A Friend is a referral program in which both the referred and referring Subscriber may receive benefits from DISH.

Remote Area of Alaska means an area in Alaska not included in the [Authorized Alaska Zip Codes](#).

Residential Basic International Programming means Core International Programming (as listed in the following table) that qualifies for reduced incentive payments.

Residential Basic International Programming	
International Basic	Chinese Basic

Residential Basic International Programming by Language Group means the international programming (as listed in the following table) that does not qualify for full Incentive payments. As a pre-requisite for adding Residential Basic International Programming by Language Group to a Subscriber Account, the Subscriber Account must subscribe to Eligible Residential Programming.

Residential Basic International Programming by Language Group	
Brazilian (Portuguese) Language Group	Italian Language Group
Brazilian: TV Globo	Italian: Raitalia
Chinese Language Group	Pan-African Language Group
Chinese: Elite Pack	Pan-African: Bouquet
Filipino (Tagalog) Language Group	Polish Language Group
Filipino: GMA Pinoy Package Filipino: Pinoy Mega Pack	Polish: Polsat1 International Polish: TVN Complete
French Language Group	Portuguese Language Group
French: TV5 Monde	Portuguese: RTP1
General International & Cricket	Taiwanese Language Group
English: Willow Cricket	Taiwanese: Elite Pack
Greek Language Group	Tamil Language Group
Greek: Mega Pack Greek: Antenna Satellite	Tamil: Mega Pack Tamil: Jaya Pack

Hebrew (Israeli) Language Group	Telugu Language Group
Hebrew: Israeli Select Package	Telugu: Economy Pack
Hindi Language Group	Urdu Language Group
Hindi: Movie Pack Hindi: Star+ / Zee TV Hindi: Aapka Colors / Sony Hindi: Sony / Zee TV	Urdu: Geo TV
	Vietnamese Language Group
	Vietnamese: My Viet Pack

Residential Customer Agreement (RCA) means DISH's Residential Customer Agreement, which can be found on www.dish.com.

Residential Eligible International Programming by Language Group means the international programming (as listed in the following table) that qualifies for full Incentive payments. As a pre-requisite for adding Residential Eligible International Programming by Language Group to a Subscriber Account, the Subscriber Account must subscribe to Eligible Residential Programming.

Residential Eligible International Programming by Language Group	
Arabic Language Group	Italian Language Group
Arabic: Elite Pack	Italian: Panorama Italiano
Arabic: Enhanced Pack	Japanese Language Group
Arabic: Elite Super Pack	Japanese: TV Japan
Bangla Language Group	Kannada Language Group
Bangla: Mega Pack	Kannada: Mega Pack
Bengali Language Group	Malayalam Language Group
Bengali: Prabasi Pack	Malayalam: Mega
Brazilian (Portuguese) Language Group	Malayalam: Asianet
Portuguese: Brazilian Elite Pack	Marathi Language Group
Portuguese: Brazilian Clube	Marathi: Maha Pack
Portuguese: Brasil Mais	Polish Language Group
Cantonese Language Group	Polish: Premium Pack
Cantonese: Jadeworld	Polish: Super Pack
Chinese Language Group	Portuguese Language Group
Mandarin: Great Wall TV Package	Portuguese: Luso Pack
French Language Group	Punjabi Language Group
French: Bouquet	Punjabi: JUS Pack
German Language Group	Punjabi: Mega Pack
German: Mega Pack	
Greek Language Group	Taiwanese Language Group
Greek: Elite Pack	Taiwanese Mega Pack
Hebrew (Israeli)-Language Group	Tamil Language Group
Hebrew: The Israeli Network	Tamil: Mosaic Pack
	Tamil: SUN Pack
Hindi Language Group	Telugu Language Group
Hindi: Premium Pack	Telugu: Mega Pack
Hindi: Elite Pack	Urdu Language Group
Hindi: Mega Pack	Urdu: Geo
	Urdu: ARY
	Urdu: Pak Mega

Residential Required Minimum Programming means the minimum level of programming that may be required for each Promotional Program that the Subscriber must subscribe to in order to participate in that particular Plan. If the Subscriber downgrades below that required programming level, as specified in the Plan, the Subscriber: (i) may owe DISH a Cancellation Fee; and/or (ii) may forfeit any promotional benefits that the Subscriber may have otherwise been eligible to receive.

Required Minimum Programming Packages	
DishLATINO Básico	Eligible Basic International Programming
Flex Pack	Smart Pack

DISH America

America's Top 120

Residential Standard Professional Installation (Residential SPI) include the following requirements for each Residential Subscriber Account. Promotional Programs may require a Professional Installation be included at no additional charge; however, Retailers may, as permitted by DISH in writing, charge Subscribers additional fees for additional services not covered by their Plan or other applicable DISH policies, procedures and warranties.

The following items/services are included in a Residential Standard Professional Installation:

- Pre-installation site survey.
- A performance of a signal strength test.
- Installation of antenna(s), Receiver, and connection(s) per the Subscriber's Plan Agreement.
- An exterior cable run and the penetration of one exterior wall with necessary wiring to the Receivers and televisions.
- Single tuner configurations require connection of one television, one VCR/DVD player, and one phone line to the Receiver. Dual tuner configurations may require an additional connection of a standard definition signal to a second television and VCR/DVD player that may not be located in the same room as the Receiver.
- Integrating Receivers with existing Subscriber audio-visual equipment, if compatible. Upon completion of the installation, the Subscriber's system should operate the same as when the technician arrived.
- [DISH Approved as Compatible Accessories List](#) on [DISH Portal](#).
- Installation of up to 150 feet of RG-6 cable.
- Wall plates, bushings, and fittings as needed.
- Sealing and weatherproofing of all exterior penetrations.
- System peaking (i.e., obtaining an optimum signal for the best picture reception).
- Grounding of system components per National Electric Code (NEC) specifications.
- Wall fish to interior or exterior wall (may require an attic crawl). The number of Receivers in the installation will determine how many are necessary.
- MPEG-4 Receivers ONLY: Installation of an appropriate HDMI or component cable, which will provide the best picture quality when Receiver is hooked up to an SD or HD TV. See the "Receiver Features" pages on the Tech Portal for details.
- Receiver models Wally, Hopper 3, or Hopper 2, Hopper 1 or Hopper Duo must be connected to a broadband network.
- All satellite Receivers must be installed with signal access from either 110° and 119° or 61.5° and 72.7° orbital locations.
- Subscriber education on all Receivers and programming.
- If necessary, the installation will also include the following which are custom installations:
 - Attic crawl (custom labor).
 - Pole mounts with up to 50 feet of trenching. Trenching beyond 50 feet is subject to additional charges due at the time of installation.
 - Eave mount (custom mount).
 - Chimney mount (custom mount).
 - Tripod installations (custom mount).

Residential Subscriber Qualification - Retailers must attempt to qualify a prospective Subscriber in Axiom using the Household and Eligibility tabs. To qualify a Subscriber, Retailers must fully and correctly enter, as applicable:

- the Subscriber's valid name;
- the Subscriber's Billing Address;
- the Subscriber's Service Address, to ensure Subscribers are placed in their proper Designated Market Area (DMA, as defined by Nielsen, for purposes of determining which Programming the Subscriber is eligible to receive; the Subscriber's SSN or ITIN; and
 - A valid major credit card or debit card number (as applicable and as determined by DISH at Any Time and in its Sole Discretion) issued to the Subscriber who will be signing the Plan Agreement.
 - Please note that at or about the time of credit card or debit card validation during the new qualification process described above, up to \$1 is reserved on the credit card or debit card provided to DISH for approximately 3-30 days. The actual hold time period may vary and depends on, among other things, the financial institution administering such Subscriber's credit card or debit card.
 - A Subscriber's credit card or debit card may not be used to qualify more than 1 Residential Subscriber Account for any reason. Using one credit/debit card to qualify more than 1 Subscriber

Commercial Retailer Master Business Rules

- Account will result in Chargeback of all Incentives, including Equipment Discounts, paid to the Retailer.
- Please note that a Retailer may not, under any circumstances, use their own credit card or debit card to qualify a Subscriber Account that is not their own primary DISH account. A Retailer found using their credit card or debit card on any Subscriber Account other than their own will be subject to action up to and including termination.
- Please note that a Prepaid Card may not be used to qualify a Subscriber.
- The Promotional Program that the Subscriber qualifies for will be displayed in the Other Info section of the Summary after completion of the Eligibility tab.

Retailer Agreement is a DISH Network Retailer Agreement and/or DISH Distributor Retailer Agreement.

Retailer of Record (ROR) means the original Retailer who installed and activated a Subscriber.

Retailer SDS Property Profile Form means the form that must be submitted by Retailers to DISH to register a Shared Dish MDU Property.

Return Authorization Number (RA Number) means a number provided by DISH for a Retailer to use in returning equipment.

Right of Entry Agreement means an agreement entered into between the property owner or authorized manager and the Retailer granting the Retailer the right to install, service, and maintain a Shared DISH System at the property for purposes of delivering digital services to the property on either an exclusive or non-exclusive basis.

SalesForce.com is the website DISH has incorporated into its operations systems to provide Retailers with access to property documentation and activation needs related to DISH products, promotions, and services. SalesForce.com user licenses can be provided by DISH or purchased by the Retailer

SDS Subscriber or **MDU Residential Subscriber** means a Subscriber with an SDS Subscriber Account.

SDS Subscriber Account means the Subscriber Account set up and maintained by DISH for a Qualifying Residential Programming Subscriber at a SDS Location who purchased or leased a Receiver and for whom available, applicable [Eligible Residential Programming](#) has been activated by DISH and which Subscriber Account remains active and in good standing.

Seasonal Property means Campgrounds, RV Parks, Student housing, Destination Resorts, or any other similar type of Guest Property facility that does not have full-year operations and regularly closes significant or entire operations for short-term periods and can quantitatively demonstrate seasonal business. DISH reserves the right to determine, in its Sole Discretion, whether a location constitutes a Seasonal Property.

Secondary or **secondary** in the context of a Receiver, means any Receiver activated on a Subscriber's DISH account after the first Receiver.

Partner Hub means the website DISH has created for use by its Retailers, which is currently located at <https://partnerhub.dish.com>.

Selling Code means a code that must be provided to the CSR on the [DASH Line](#) when it is necessary for the CSR to create and build the Subscriber's account.

Selling Code Required When Calling the DASH Line	
Selling Code Description	Selling Code
Subscribers sold and activated through a Retailer	20RETAIL

Service Access Fee is a \$10 monthly fee charged to Subscribers who do not subscribe to Residential Required Minimum Qualified Programming or Commercial Required Minimum Programming.

Shared DISH MDU Property or Shared DISH System (SDS) Location means an [MDU Property](#) with a Shared DISH System.

Showroom Account means an account provided by DISH at Any Time and in its Sole Discretion to eligible Retailers giving Retailers the opportunity to receive Programming and/or dishNET™ Satellite high-speed Internet for the sole and exclusive purpose of demonstrating DISH's state-of-the-art equipment and extensive Programming in order to market, promote and solicit orders for Programming and/or dishNET Satellite high-speed Internet. Showroom Business Rules are located in the DISH Retailer Master Business Rules.

Sling Adapter is a connectivity device which allows a Receiver's functionality to be accessed remotely via an Internet connection with Receiver models ViP 722, ViP 722k, and Hopper 1.

SlingLink HomePlug is a connectivity device which enables Receivers to be connected to the Internet.

Smart Phone Repair Referral Program means the program that allows Retailers to refer DISH and non-DISH Subscribers to the DISH smart phone repair service.

SMARTBOX®, in the context of a [Headend](#), means the DISH system, related chassis, blade and module components used to receive, modulate, transcode, encrypt and output DBS signals in various formats.

SMARTBOX Certified Installer means the person(s) who have successfully attended and completed one or more

SMARTBOX certification classes offered by an authorized training partner and maintains a valid SMARTBOX certification number.

SMARTBOX Transcoder means the SMARTBOX module that is attached by a SMARTBOX Certified Installer onto a satellite or the applicable SMARTBOX blade for the transcoding of content to distribute HD Over Coax content.

SMATV is a Satellite Master Antenna Television. A technology used by DBS installers to deliver modulated video services to buildings. One or more master satellite dishes receive broadcast signals which are then distributed to subscribers within a building or complex.

Solo, in the context of a Receiver, means: (i) a Receiver with 1 tuner; or (ii) a Receiver with 2 tuners that will function on only 1 television. See [Receiver Hierarchy](#) for a listing of all the various Receivers.

Social Security Number (SSN) means the identification number designating a Social Security account. Each SSN that is provided will be credit scored through a national credit bureau. If a Subscriber is declined pursuant to information provided by such national credit bureau, such Subscriber should receive a declination letter within 30 days.

Standard Definition (SD) television is a format of video broadcasting. See [Receiver Hierarchy](#) for a listing of all the various Receivers.

Standard Subscriber Qualification includes the Commercial Subscriber Qualification, Residential Subscriber Qualification processes, Existing Commercial Subscriber Qualification, and Existing Residential Subscriber Qualification processes.

Student Housing includes properties used by educational institutions that have on-campus or off-campus housing for students in an MDU environment.

Subscriber means a Residential, Commercial, or Bulk Subscriber who subscribes to or otherwise purchases Programming or other services from DISH or a third party who has been authorized by DISH to provide such Programming or other services.

SUMMIT Advantage Retailer means a Retailer who meets certain Subscriber retention levels and other criteria, as determined by DISH at Any Time and in its Sole Discretion, as detailed in the [SUMMIT Advantage Business Rules](#).

Super Joey, in the context of a Receiver, means a Receiver designed to function on 1 television that receives its signal from a Hopper 2 and provides the Hopper 2 with two additional tuners. See [Receiver Hierarchy](#) for a listing of all the various Receivers.

Switch means a device used in conjunction with an Antenna to combine the signal from 2 or more satellites.

Tailgater means a portable antenna that is used by a Subscriber for the purpose of receiving an Eligible Programming signal.

Technician Visit means a visit to a Subscriber’s location by a DISH or Retailer technician.

Technician Visit Fee means a fee paid for service calls after 60 days following the initial activation or upgrade of a Subscriber’s account. If the Subscriber contacts DISH to schedule the Technician Visit, DISH will collect the Technician Visit Fee. The Technician Visit Fee will be paid by the Subscriber to the Retailer for upgrades under all Existing Subscriber Promotional Programs, excluding DISH Move-In Deal and DISH Move-In Deal Receiver Upgrade.

When a participating Retailer is contacted directly by the Subscriber for a service call, that Retailer should open an RA in Partner Hub under **Manage > Store > Obtain an RA Number for Return**. Select **Return Receiver** and click **Next Step**. Enter the Receiver’s Serial or CAID number and click **Look Up**. Information about the Receiver, including whether it is covered by the DISH Protect will display. Alternatively, the Retailer may look up the Subscriber in the Existing Customer Flow in Axiom which also displays whether the DISH Protect is in force. If the Retailer does not have access to Partner Hub or Axiom, they may call Retailer Services at (303) 222-3010.

Technician Visit Fees for Subscribers with or without DISH Protect				
IHS P	Subscriber within first 60 days of activation or previous Technician Visit	With DISH Protect and qualifies as Change Receiver Plan A*	Greater than 60 days since activation or previous Technician Visit with DISH Protect	Greater than 60 days since activation or previous Technician Visit without DISH Protect
\$0	\$0	\$0	\$0	\$95
*Retailers must look up the Subscriber’s Account in Axiom to determine whether a Residential Subscriber or a Public/ Private Commercial Subscriber is Plan A, B, C, or D. The plan status for Change Receiver will determine the Technician Visit Fee that may be charged.				

Collection of Technician Visit Fees		
Method that Work Order was Created	Collected By Retailer	Collected By DISH
Subscriber contacted DISH		X
Subscriber contacted Retailer	X	
Existing Subscriber Promotional Programs	X	

Tech Portal means a tool, provided by DISH, by which DISH communicates technical aspects of its business, such as hardware, installation and trouble-shooting, to Retailers. DISH may change the Tech Portal in any way at Any Time and in its Sole Discretion.

Term Commitment means the length of time for which a Subscriber agrees to subscribe to Required Minimum Programming under a Plan Agreement. If during a Term Commitment, the Subscriber participates in DISH Pause or any other program that temporarily suspends the Subscriber’s account, the Subscriber’s Term Commitment will be extended by the number of days for which the account was suspended.

Third-Party Provider means an independent contractor, subcontractor, Affiliate, agent, sub-agent or any other person not employed by Retailer (i.e., a person or company who receives a 1099 tax form from Retailer).

Total Drops means the total number of Drops that are available for occupancy at a particularly property or facility.

Unreturned Equipment Charges means the fee that will be assessed if the Subscriber does not return their DISH equipment as required. The Subscriber must pay (and DISH will charge to the Subscriber's DISH account or Qualifying Card, at DISH's option), the following Unreturned Equipment Charges, as applicable:

- Hopper 3: \$350
- Hopper 2: \$100
- Hopper Plus: \$100
- Hopper Duo: \$150
- Wally: \$100
- 4K Joey: \$100
- Super Joey: \$100
- Wireless Joey: \$50
- Wireless Joey 4: \$100
- Joey 3: \$50
- Joey 4: \$100
- Outdoor LNBF: \$49

If the Subscriber's account is involuntarily deactivated for failure to pay the bill or otherwise, DISH will charge the Unreturned Equipment Charges within 72 hours following deactivation and will refund such charges upon receipt of the applicable equipment.

Wally, in the context of a Receiver, means an HD solo, non-DVR Receiver.

Watermarking means the embedding of an image or data into an MPEG-2 format to ensure the integrity of a proprietary signal and identity of its distributor in order to prevent tampering and unauthorized use.

Weighted Average Drop Count is the calculated average of the individual monthly drop count at a property or facility having variable Drop count throughout the year in connection with the Bulk Seasonal Properties Plan.

Western Arc Configuration means those installation configurations that DISH has authorized at Any Time and in its Sole Discretion for use in the Western Arc Markets.

Western Arc Markets include all programming DMAs not designated as Eastern Arc Markets

Wireless Broadband Connector is a device used to provide wireless Internet connectivity to Receiver models ViP 722, ViP 722k, Wally, and Hopper 1.

Wireless Joey, in the context of a Receiver, means a Receiver designed to function on 1 television that receives its signal wirelessly from a Wireless Joey Access Point connected to a Hopper 3, Hopper 2 or Hopper 1 See [Receiver Hierarchy](#) for a listing of all DISH Receiver types.

Wireless Joey Access Point means a piece of equipment that connects to a Hopper 3, Hopper 2, or Hopper 1 and creates a closed wireless network for up to 3 Wireless Joeyes.

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