

**Customer Retention Program (“CRP”) and Summit Advantage Promotional Program  
Retailer Business Rules  
Effective: July 8, 2023 through October 13, 2023**

Effective July 8, 2023, DISH Network L.L.C. hereby replaces its existing Customer Retention Program (CRP) and Summit Advantage Promotional Program in its entirety with the terms and conditions set forth below. The programs detailed in these Business Rules are further governed by the DISH Retailer Master Business Rules, including but not limited to the Master Terms and Conditions as well as Incentive Chargeback Master Terms.

**CUSTOMER RETENTION PROGRAM**

**PROGRAM OVERVIEW** Each Retailer will be assigned a category based upon a set of criteria related to customer retention. These criteria will comprise the Customer Retention Index (CRI). As further described in the Restrictions column of the below table, the CRP category applicable to a Retailer will affect such Retailer’s: (i) good-standing status with Echosphere L.L.C. (“Echosphere”); and (ii) wholesale pricing of certain equipment, hardware and/or other products offered to such Retailer by Echosphere. The CRP category applicable to a Retailer may also affect such Retailer’s good-standing status with an Authorized Distributor and could affect a Retailer’s eligibility for the Summit Advantage Promotional Program and the Incentives provided therein.

**RETAILER ELIGIBILITY** The CRP will apply to all Retailers who have an Applicable Customer Base (as defined below) of 24 or higher for each of April, May, June of 2023. Retailers that fall below this volume will be monitored and evaluated separately by DISH and/or any of its Affiliates as determined at Any Time in their Sole Discretion.

Retailers that purchase equipment, hardware and/or other products solely from one or more Authorized Distributors may be subject to the same set of criteria set forth herein and/or these Business Rules. Applicable customer data attributable to Retailers that purchase equipment, hardware and/or other products from both Echosphere and one or more Authorized Distributors will be combined for purposes of performing the calculations set forth in these Business Rules.

**CRP CATEGORIES** The categories, criteria and restrictions of the CRP are set forth in the table below. DISH expressly reserves the right to modify the CRP at Any Time in its Sole Discretion, in whole or in part, including without limitation: (i) the methodology used for determining the Retailers covered by the CRP; (ii) the categories, criteria and/or restrictions comprising the CRP; and/or (iii) the methodology used for calculating CRI.

Retailers may view their CRP category and CRI by logging onto [Partner Hub](#), selecting “Account” on the Navigation pane, and then “Company Information”.

Category	Customer Retention Index Criteria	Restrictions
<b>Red</b>	<b>Greater than or equal to 4.00%</b>	<ul style="list-style-type: none"> <li>• Subject to Primary Activation Incentive deduction.</li> <li>• Retailers in this category are not considered to be in good-standing status.</li> <li>• The “View Customer Disconnects” section of the Sales Reports in Sellers Hub will be inaccessible to Retailers in this category.</li> </ul>
<b>Orange</b>	<b>Greater than or equal to 3.00% but less than 4.00%</b>	<ul style="list-style-type: none"> <li>• Subject to Primary Activation Incentive deduction.</li> <li>• Retailers in this category are not considered to be in good-standing status.</li> <li>• The “View Customer Disconnects” section of the Sales Reports in Sellers Hub will be inaccessible to Retailers in this category.</li> </ul>
<b>Yellow</b>	<b>Greater than or equal to 2.00% and less than 3.00%</b>	<ul style="list-style-type: none"> <li>• Retailers in this category are encouraged to, among other things, reduce churn to ensure that their CRI does not increase to the Orange or Red Categories where hardware costs increase.</li> <li>• This category does not affect standing.</li> </ul>
<b>White</b>	<b>Greater than or equal to 1.35% and less than 2.00%</b>	<ul style="list-style-type: none"> <li>• This category does not affect standing.</li> </ul>
<b>Green</b>	<b>Less than 1.35%</b>	<ul style="list-style-type: none"> <li>• This category does not affect standing.</li> </ul>

**Customer Retention Program (“CRP”) and Summit Advantage Promotional Program  
Retailer Business Rules  
Effective: July 8, 2023 through October 13, 2023**

Category	Primary Activation Incentive Deduction	Adjustment Code	Additional Requirements
<b>Red</b>	\$100	CRP_RED	For each DHA24, DBA24, Flex24, and Flex Subscriber Account activated, the Primary <a href="#">Activation Incentive</a> amount will be adjusted by the listed amount for each applicable category detailed below: <ul style="list-style-type: none"> <li>Red: (\$100)</li> <li>Orange: (\$50)</li> </ul>
<b>Orange</b>	\$50	CRP_ORANGE	

**SUMMIT ADVANTAGE PROMOTIONAL PROGRAM**

**PROGRAM OVERVIEW** Under this Promotional Program, participating DISH Retailers who satisfy all of the Eligibility Requirements (as defined below) may be eligible to receive certain Incentives and/or other benefits. Participating Retailers who purchase DISH DBS Systems directly from an Authorized Distributor may be eligible to receive certain Incentives, other amounts and/or benefits if and as available under the terms and conditions of their agreement(s) (if any) with such Authorized Distributor. Different Incentive amounts may apply depending on whether a participating DISH Retailer falls within the “Summit Elite”, “Summit Premier”, “Pinnacle Elite” or “Pinnacle Premier” tier as described below.

Summit Advantage Promotional Program		Eligibility Requirements (detailed below)	
Tier	Incentive Amount	CRP Category	Average New Subscriber Activations
Summit Elite	\$60	Green	≥4 activations
Summit Premier	\$50	White	≥4 activations
Pinnacle Elite	\$100	Green	≥15 activations
Pinnacle Premier	\$70	White	≥15 activations

**ELIGIBILITY REQUIREMENTS**

In order to become and remain eligible to participate in this Promotional Program, a Retailer must strictly comply with the terms and conditions set forth in all applicable Business Rules and such Retailer’s Retailer Agreement, including without limitation [Section 2.9](#) thereof and must satisfy **ALL** of the following eligibility requirements, as determined by DISH at Any Time in its Sole Discretion:

- A 36-Month Customer Retention Index (“36-Month CRI”) of less than or equal to 2.00%, with a corresponding CRP Category of Green or White, is required to obtain Summit Elite, Summit Premier, Pinnacle Elite or Pinnacle Premier Status.
- **Between and including the months of January 2023 and June 2023, a participating Retailer must have an average of at least 4 new Subscriber activations per month for Summit status and an average of at least 15 new Subscriber activations per month for Pinnacle status.**
  - Solely for purposes of this Promotional Program, the term “new Subscriber” will include Qualifying Residential and Commercial Subscribers.

**Excluded account types are defined in the Applicable Customer Base definition below.**

- A participating Retailer must have and maintain at all times adequate installation and field service capability and provide free Standard Professional Installations on all new and existing Subscriber installations (if and as required pursuant to applicable Business Rules), in each case using its own employees or qualified Permitted Subcontractors and in full compliance with such Retailer’s Retailer Agreement.
- Each participating Retailer will make available to prospective and existing Subscribers a physical location, such as a Showroom or Mall Kiosk (as defined in the DISH Retailer Master Business Rules) where such Subscribers can: (i) visit during normal business hours; (ii) see working product which must include at minimum 1 Hopper 3, Hopper 2, Hopper 1, or Hopper Duo receiver in plain view and in a convenient and continuously accessible location; and (iii) have access to a sufficient staff of knowledgeable sales person(s) who are continuously available and readily accessible to fully and correctly explain and consult with such Subscribers as to DISH products and services.

**Customer Retention Program (“CRP”) and Summit Advantage Promotional Program  
Retailer Business Rules  
Effective: July 8, 2023 through October 13, 2023**

- Each participating Retailer must use their best efforts to support the then-current DISH consumer promotional offers subject to the terms and conditions of such Retailer’s Retailer Agreement and applicable Business Rules.
- Each participating Retailer must use their best efforts to advertise DISH products and services to the fullest extent permitted under the terms and conditions of such Retailer’s Retailer Agreement and applicable Business Rules.
- A participating Retailer must: (i) have a valid Retailer Agreement in full force and effect at all times commencing on April 30, 2022, 2022, and through and including the last day on which this Promotional Program is effective; and (ii) not be in breach or default of such agreement or any Other Agreement(s).

In the event that it is determined by DISH, at Any Time in its Sole Discretion, that a participating Retailer received any Incentives under this Promotional Program and did not fully and correctly satisfy **ALL** of the Eligibility Requirements or any other terms and conditions set forth herein, then such Incentives will be subject to chargeback as determined at Any Time by DISH in its Sole Discretion.

**RETAILER ECONOMICS**

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

**SUMMIT INCENTIVES**

For each DISH DBS System that during the term of this Promotional Program: (i) is purchased directly by a DISH Retailer directly from Echosphere; (ii) is resold by such Retailer directly to a Qualifying Residential or Commercial Subscriber; and (iii) results in the activation of a primary receiver for a new Residential or Commercial Subscriber Account, a participating DISH Retailer in full compliance with the Eligibility Requirements may be eligible to receive a Summit Incentive. The amount of the Summit Incentive will be equal to the Summit Incentive Amount determined in accordance with the schedule set forth below based upon whether such Retailer has been deemed a Summit Elite or Pinnacle Elite tier Retailer (i.e., Green CRP Category) or a Summit Premier or Pinnacle Premier tier Retailer (i.e., White CRP Category) pursuant to the terms and conditions of these Business Rules.

<u>Retailer Tier</u>	<u>Summit Incentive Amount</u>
Pinnacle Elite	\$100.00
Pinnacle Premier	\$70.00
Summit Elite	\$60.00
Summit Premier	\$50.00

Solely for the purposes of the payment of Summit Incentives pursuant to this Promotional Program, a DISH DBS System will be deemed to be resold by a participating DISH Retailer directly to a Qualifying Residential or Commercial Subscriber in the event that during the term of this Promotional Program such DISH DBS System is: (i) sold by such Retailer directly to DISH; and (ii) leased by DISH directly to the corresponding Qualifying Residential or Commercial Subscriber pursuant to a Promotional Program.

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 WILL BE PRESUMED CONCLUSIVELY AND IRREBUTABLY CORRECT ABSENT A TIMELY NOTICE OF CLAIM BY THE AFFECTED DISH RETAILER PURSUANT TO SECTION 15.1 OF THEIR RETAILER AGREEMENT.

IF A RETAILER PURCHASES HARDWARE FROM AN AUTHORIZED DISTRIBUTOR, ALL INCENTIVE PAYMENTS TO THE RETAILER RELATED TO SUCH HARDWARE WILL BE PAID EXCLUSIVELY BY THE APPLICABLE AUTHORIZED DISTRIBUTOR AND THE RETAILER WILL LOOK TO SUCH AUTHORIZED DISTRIBUTOR EXCLUSIVELY FOR THE PAYMENT OF INCENTIVES RELATED TO SUCH HARDWARE.

**Customer Retention Program (“CRP”) and Summit Advantage Promotional Program  
Retailer Business Rules  
Effective: July 8, 2023 through October 13, 2023**

**ADDITIONAL  
INCENTIVES**

Participating Retailers who satisfy all of the Eligibility Requirements in addition to all other applicable Business Rules may be eligible to receive or participate in the following additional Incentives as determined at Any Time and from Retailer to Retailer in DISH’s Sole Discretion:

- Preferred Retailer icon on the Locator Tool; and
- \$250 credit for attending Team Summit.

**CHARGE BACK RULE**

In addition to (and without limitation of) the foregoing, all Summit Incentives paid under this Promotional Program will be reclaimed in full in the event that one or more of the following events occur within 180 days from the date of activation of the corresponding Residential or Commercial Subscriber Account: (i) the corresponding Residential or Commercial Subscriber Account’s service is disconnected for any reason; and/or (ii) the corresponding participating Retailer fails to fully satisfy and continue to fully satisfy all of the Eligibility Requirements.

**DEFINITIONS**

All definitions herein are solely for the purposes of these Business Rules unless otherwise stated. All capitalized terms not defined herein will have the meanings ascribed to such terms in the Retailer’s Retailer Agreement(s) and/or the DISH Retailer Master Business Rules.

**Applicable Customer Base** will mean, with respect to a particular month (the “Applicable Month”), the number of Residential and Commercial (Public/Private) Subscribers whose: (i) original activation date is more than 1 month and no more than 36 months prior to the last day of the month immediately preceding the Applicable Month; and (ii) DISH account is active on the last day of the month that immediately precedes the Applicable Month.

For example, the Applicable Customer Base for July 2023 would be equal to the number of Subscribers whose original activation dates are between and including June 1, 2020 and May 31, 2023 and whose DISH accounts are active on June 30, 2023.

Please note that, notwithstanding anything to the contrary set forth herein, Subscribers that fall within one or more of the following classifications, as determined by DISH at Any Time in its Sole Discretion, will **not** be included in any of the calculations described in these Business Rules:

- Subscribers whose accounts were activated under a Promotional Program other than the DHA Promotional Program or the DBA Promotional Program;
- Subscribers whose accounts were activated under the Flex24 Promotional Program, the FlexTV Promotional Program or the FlexTV Business Promotional Program;
- Subscribers located at a Bulk Property or a Shared DISH MDU (SDS) Property;
- Subscribers whose accounts were activated under the DISH Install flow and/or for whom DISH Network Service L.L.C. and/or any of its Affiliates, installation subcontractors or regional service providers performed the applicable initial installation and/or fulfillment services;
- Subscribers who only purchased dishNET Satellite High-Speed Internet service; and/or
- Current Subscribers who receive, or have ever received, a bundled billing statement from AT&T or a Telco Partner (as defined in the DISH Retailer Master Business Rules) in connection with their Programming.

**Customer Retention Index (CRI)** means an index that reflects the Retailer’s customer retention during the Measurement Period.

**Disconnects** means a Subscriber who disconnects his, her, or its DISH video programming service for any reason, permanent or temporary, or whose DISH programming service is disconnected by DISH for failure to pay amounts past due or other non-compliance with the Customer Agreement or any other agreement with DISH.

**Measurement Period** for Phase 81 means the timeframe of January 2023 through and including June 2023.

**Phase** means a period of time during which a given Customer Retention Index as part of the Customer Retention Program is ascribed to a Retailer.

**Restart** means a Disconnect that later reactivates the appropriate level of DISH programming service required under any agreement between DISH and the applicable Subscriber within the Measurement Period.

**Subscriber** means a Residential, Commercial, or Bulk Subscriber who subscribes 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.

**Customer Retention Program (“CRP”) and Summit Advantage Promotional Program  
Retailer Business Rules  
Effective: July 8, 2023 through October 13, 2023**

For the purposes of this program, Subscriber means a consumer who has activated DISH video programming services and is tied in DISH's Incentive system to the applicable Retailer through equipment that was purchased by such Retailer directly from Echosphere (or an Authorized Distributor) or that is otherwise tied in DISH's Incentive system to such Retailer. For each month in the Measurement Period, DISH calculates the number of Subscribers who Restart in that month and whose original activation date was more than 1 month and no more than 36 months prior to the date they Restarted (the “Number of Restarts”). DISH then adds the Number of Restarts for all months in the Measurement Period to produce the “Total Restarts for the Measurement Period.”

For each month in the Measurement Period, DISH calculates the number of Subscribers who Disconnect in that month and whose original activation date was more than 1 month and no more than 36 months prior to the date they Disconnected (the “Number of Disconnects”). DISH then adds the Number of Disconnects for all months in the Measurement Period to produce the “Total Disconnects for the Measurement Period.”

DISH then subtracts Total Restarts for the Measurement Period from Total Disconnects for the Measurement Period to produce a numerator.

DISH then adds the Applicable Customer Base for all months in the Measurement Period to produce the “Total Applicable Customer Base for the Measurement Period,” which is then used as the denominator in the following equation.

DISH then divides the Numerator by the Denominator to produce the CRI.

**Each Retailer will be assigned a CRI by DISH based on the following calculation:**

$$\frac{\text{Total Disconnects for the Measurement Period} - \text{Total Restarts for the Measurement Period}}{\text{Total Applicable Customer Base for the Measurement Period}} = \text{CRI}$$

**THESE BUSINESS RULES ARE SUBJECT TO CHANGE AND/OR TERMINATION FOR ANY REASON OR NO REASON AT ANY TIME AND FROM TIME TO TIME AT THE SOLE AND ABSOLUTE DISCRETION OF DISH UPON NOTICE TO RETAILER. THESE BUSINESS RULES SUPERSEDE ANY AND ALL PRIOR VERSIONS IN THEIR ENTIRETY WITH RESPECT TO ACTIVATIONS OF SUBSCRIBER ACCOUNTS THAT OCCUR ON OR AFTER THE DATE FIRST WRITTEN ABOVE, AND SUCH PRIOR VERSIONS (IF ANY) WILL BE OF NO FORCE AND EFFECT WHATSOEVER WITH RESPECT TO SUCH ACTIVATIONS. FOR ACTIVATIONS OF SUBSCRIBER ACCOUNTS THAT OCCURRED PRIOR TO SUCH DATE, THE CORRESPONDING PRIOR VERSION (IF ANY) CONTINUES TO APPLY.**