



To: Mayor Merkes  
Members of the Common Council

From: Chief Stanke  
I.T. Patrick James

Date: June 17, 2010

Re: Cell Phone Contract

Our current cell phone contract with U.S. Cellular has expired and we have researched options for Cell phone service. We along with the Menasha School District, the Neenah School District, and the City of Neenah entertained bids for phone service.

All participants had their advantages and disadvantages, however it is our recommendation, based on several factors including overall pricing, the ability to deliver service to the E.O.C. and an excellent service relationship in the past, that we renew our service agreement with U.S. Cellular and sign a new two year contract.

**STATE OF WISCONSIN AUTHORIZED USER/LOCAL GOVERNMENT  
CUSTOMER SERVICE AGREEMENT**

THIS STATE OF WISCONSIN AUTHORIZED USER/LOCAL GOVERNMENT CUSTOMER SERVICE AGREEMENT (this "Agreement"), dated \_\_\_\_\_ April 26 \_\_\_\_\_, 2010 (the "Effective Date"), is by and between United States Cellular Corporation on behalf of its operating licensed affiliates doing business as U.S. Cellular ("USCC"), and \_\_\_\_\_ on behalf of its employees and permitted subsidiaries and affiliates ("Customer").

WHEREAS, Customer is an Authorized User as defined by Wisconsin Statute 16.70(8). As an Authorized User Customer is eligible to receive the State of Wisconsin's preferred pricing for Services and Equipment; and

WHEREAS, Customer desires to purchase wireless telecommunication Services and Equipment from USCC at the preferred pricing; and

WHEREAS, USCC is willing to provide Customer with wireless telecommunication service and Equipment in accordance with the provisions and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. **DEFINITIONS.**

- (a) "Equipment" means wireless telephone and data equipment purchased by Customer from USCC or otherwise provided to Customer by USCC for use in connection with Service.
- (b) "Service" means the wireless telecommunication services (including, without limitation, voice and data services) that USCC will provide to Customer pursuant to this Agreement.

2. **PROVISION OF SERVICE.**

(a) USCC shall provide and Customer shall purchase Service and Equipment pursuant to the terms and conditions set forth in this Agreement. Service is available to Equipment only when such Equipment is within the operating range of Service as set forth in USCC's standard coverage maps. The standard coverage maps as of the Effective Date are attached hereto as Exhibit A. Such maps may be updated periodically by USCC. Service is furnished for Customer's use only. Customer may not resell Service to third parties. Customer may not use the Service for any unlawful, improper, harassing or abusive purposes or in a manner that interferes with USCC's network, business operations, employees or customers.

(b) Customer's use of the data services portion of Service (currently known as easyedge<sup>SM</sup> Phone Service), specifically excluding any BlackBerry products or services, shall be governed by this Agreement and the Wireless Data (powered by BREW) End User License Agreement attached hereto as Exhibit B. Customer's use of any BlackBerry portion of the Service shall be governed by this Agreement and the applicable RIM License(s). For purposes of this Agreement, "RIM License(s)" means the then current standard software license(s), in whatever form or medium provided by Research In Motion Corporation, a Delaware corporation and/or Research In Motion Limited, an Ontario corporation (individually and collectively, "RIM"), in conjunction with the "BlackBerry" wireless handset device and related services, including but not limited to the BlackBerry Enterprise Server ("BES") Software License and BlackBerry End User/Software License Agreements provided with the BES software and BlackBerry Wireless handset devices, respectively. A current set of versions of RIM Licenses can be found at <http://www.rim.com/legal/index.shtml>. As a condition to receiving any BlackBerry portion of the Service, Customer shall enter into, and at all times during the Initial Term and any Renewal Term maintain in place and comply with the terms of, the RIM Licenses needed to receive the BlackBerry portion of the Service. Customer shall be responsible for ensuring that any end user using the BlackBerry portion of the Service through Customer enter into the applicable RIM License(s) as may be required by RIM.

(c) USCC shall provide Customer with a major account support team and customer support as set forth in Exhibit C.

(d) Customer shall be solely responsible for the selection, implementation, and performance of any third party equipment, software and telecommunication equipment and services (including, without limitation, Internet email connectivity) used in connection with the BlackBerry portion of the Service. Customer shall be responsible for insuring that the computer equipment and email system used by Customer in connection with the BlackBerry portion of the Service meets USCC's and RIM's minimum standards for interoperability including, without limitation, those with respect to memory requirements, processing speed, the choice of email server and client software, and the use of dedicated Internet access for accessing Internet email.

(e) USCC may impose usage or service limits, suspend service or block certain categories of transmissions in its sole discretion to protect its customers or its business. Customer may not use the service for any unlawful, improper, harassing or abusive purpose or in such a way that interferes with USCC's network, business operations, employees or customers.

3. **RATES AND CHARGES.**

(a) Customer shall pay for Service at the rates set forth in Exhibit D. Customer shall also pay applicable additional fees and charges including, without limitation, regulatory cost recovery charges (e.g., Universal Service Fund, Enhanced 911, and Wireless Number Portability), surcharges, and taxes. Customer acknowledges that such additional fees and charges are subject to change without prior notice.

(b) With respect to the BlackBerry portion of the Service, if any, Customer shall pay the rates set forth in the attached Exhibit E.

(c) USCC reserves the right to pass through to Customer with prior written notice any increased cost imposed on USCC by RIM with respect to Customer's usage of the BlackBerry portion of the Service. Customer agrees to pay any such cost passed through by USCC.

(d) If Customer desires to purchase any services offered by USCC for which rates are not set forth in Exhibit D or Exhibit E, then upon request from Customer, USCC shall provide to Customer a written offer setting forth the applicable rates and charges therefor. If Customer accepts such offered rates and charges, USCC shall provide such services which shall thereafter be deemed to be part of the Service.

4. **BILLING AND PAYMENT.**

USCC shall bill Customer on a monthly basis for all amounts due hereunder. Due to delayed reporting by other carriers, some wireless usage incurred while roaming outside a USCC market may be billed in months subsequent to Customer's actual usage. The minutes used, and associated charges, will be applied against Customer's monthly plan minutes in the month that the usage appears on Customer's bill rather than the month the calls were actually placed. Customer will be billed in advance for monthly access charges and in arrears for usage charges. Payments are due by the due date shown on the monthly invoice. USCC may charge a late fee of 18% per annum for any amount not paid when due. Except where prohibited by law, Customer agrees to reimburse USCC for all costs (including, without limitation, reasonable attorneys' fees, collection fees and similar expenses) incurred by USCC in connection with the collection of amounts due from Customer hereunder.

5. **COVERAGE.**

Customer acknowledges that Service may be interrupted or unavailable due to atmospheric or topographical conditions, governmental regulations or orders, or system capacity limitations. Representations of coverage by USCC or its agents are not guarantees. Customer also acknowledges that the BlackBerry portion of the Service may be interrupted or unavailable due to the failure of third party suppliers or the termination of one of more third party supplier relationships including, without limitation, that with RIM

6. **EQUIPMENT.**

(a) USCC shall sell wireless handset Equipment to Customer at the prices set forth in Exhibit F for each Eligible Upgrade and for each new line of Service activated by Customer. An "Eligible Upgrade" shall mean Customer's first upgrade of wireless handset Equipment for a line of Service after completing 20 months of Service on such line. Except for Eligible Upgrades and new activations, all other purchases or upgrades of wireless handset Equipment shall be at full retail price.

(b) At Customer's option, Customer may change the Service rate plan for any of its then-existing Equipment to any other Service rate plan set forth on Exhibit D, provided that such Equipment is compatible with the chosen Service rate plan.

(c) USCC shall sell RIM wireless handset Equipment to Customer at the prices set forth in Exhibit G hereto.

7. **TERM AND TERMINATION.**

(a) **Term.** Unless terminated earlier as provided herein, the initial term of this Agreement shall commence as of the Effective Date and shall expire on June 30, 2010 (the "Initial Term"). The term of this Agreement shall renew thereafter for successive thirty-day terms (each a "Renewal Term") unless either party notifies the other party in writing of its intent not to renew this Agreement, and such notice is provided at least thirty days prior to the expiration of the Initial Term or the then-current Renewal Term, as the case may be.

(b) **Termination.** Either party (the "Nondefaulting Party") may terminate this Agreement if the other party (the "Defaulting Party"): (i) is or becomes insolvent; (ii) makes an assignment for the benefit of creditors, or a receiver is appointed to take charge of all or any part of the Defaulting Party's assets or business; (iii) is the subject of a bankruptcy, whether voluntary or involuntary; or (iv) materially breaches any of its obligations under this Agreement, and such breach is not cured within ten days after the Nondefaulting Party notifies the Defaulting Party in writing of such breach. USCC may immediately terminate the BlackBerry portion of the Service (x) if USCC is prevented from providing such portion of the Service by any law, regulation, requirement or ruling issued in any form whatsoever by judicial or other government authority, (y) upon termination of any third party relationship that affects such portion of the Service including, without limitation, termination of USCC's relationship with RIM, or (z) if Customer fails to comply with any applicable RIM License.

(c) **Early Termination Fees.** If this Agreement or any line of Service is terminated during the Initial Term for any reason other than USCC's material breach of this Agreement or for reasons set forth in Section 7(b)(x) or Section 7(b)(y) above, Customer will be assessed an early termination fee per terminated line of Service. Liquidated Damages may also apply

(d) **Consequences of Termination.** Upon termination or expiration of this Agreement: (i) Customer shall pay all amounts due hereunder to USCC; (ii) USCC shall cease to provide Service hereunder; and (iii) Sections 7 and 9 through 19, as well as any other provision that should naturally extend beyond the termination or expiration of this Agreement, shall survive such expiration or termination of this Agreement for any reason.

8. **THEFT.**

If any Equipment is lost, stolen or otherwise absent from Customer's possession and control, Customer is responsible for all charges until Customer reports the loss, theft, or other occurrence to USCC. USCC may require Customer to provide USCC with

a police report or sworn statement verifying the loss or theft before waiving any charges. No such report shall be deemed to be a notice of termination of this Agreement.

9. **ARBITRATION.**

Any controversy or claim arising out of or relating to this Agreement shall be resolved by binding arbitration at the request of either party. Each party shall bear its own costs and attorneys' fees. The American Arbitration Association shall administer the arbitration, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. Both parties acknowledge that this Agreement is a transaction involving interstate commerce, and is therefore governed by the Federal Arbitration Act. By agreeing to arbitration, both parties are waiving their right to litigate in court including any right to a jury trial. The parties agree that all claims shall be treated individually, and there shall be no consolidation of claims or class actions.

10. **CERTIFICATE OF AUTHORITY.**

If Customer is a person, firm, or organization other than the individual user of the Service, the individual agreeing to this Agreement on behalf of such Customer hereby certifies having authority to agree on behalf of Customer.

11. **LIMITS OF LIABILITY.**

USCC'S LIABILITY REGARDING CUSTOMER'S USE OF THE SERVICES OR RELATED EQUIPMENT, OR THE FAILURE OF OR INABILITY TO USE THE SERVICE OR EQUIPMENT, IS LIMITED TO THE CHARGES CUSTOMER INCURS FOR THE APPLICABLE SERVICE OR EQUIPMENT DURING THE AFFECTED PERIOD. THIS MEANS USCC IS NOT LIABLE FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST BUSINESS OPPORTUNITIES), PUNITIVE OR EXEMPLARY DAMAGES, OR ATTORNEYS' FEES.

12. **DISCLAIMER OF WARRANTIES.**

USCC MAKES NO WARRANTY REGARDING THE SERVICES AND DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. USCC IS NOT RESPONSIBLE FOR CIRCUMSTANCES BEYOND ITS CONTROL, INCLUDING WITHOUT LIMITATION, ACTS OR OMISSIONS OF OTHERS, ATMOSPHERIC CONDITIONS, OR ACTS OF GOD. USCC DOES NOT MANUFACTURE EQUIPMENT OR SOFTWARE, AND CUSTOMER'S ONLY WARRANTIES AND REPRESENTATIONS WITH RESPECT TO EQUIPMENT OR SOFTWARE ARE THOSE PROVIDED BY THE MANUFACTURER (WITH RESPECT TO WHICH USCC HAS NO LIABILITY WHATSOEVER). USCC SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY END USER FOR ANY PORTION OF THE SERVICE PROVIDED BY RIM, ITSELF OR THROUGH OR IN CONJUNCTION WITH USCC, OR FOR THE ACCURACY, TIMELINESS OR CONTINUED AVAILABILITY OF ANY SUCH SERVICE. USCC SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY END USER FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION WITH RESPECT TO ANY ELEMENT OF THE BLACKBERRY PORTION OF THE SERVICE PROVIDED BY ANY THIRD PARTY INCLUDING, WITHOUT LIMITATION, BY RIM, THROUGH OR IN CONJUNCTION WITH USCC. IN ADDITION, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, USCC SPECIFICALLY DISCLAIMS THE SUITABILITY OF THE SERVICE FOR USE IN MISSION CRITICAL APPLICATIONS OR IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL SAFE CONTROLS, INCLUDING WITHOUT LIMITATION, OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL AND LIFE SUPPORT OR WEAPONS SYSTEMS.

13. **ASSIGNMENT.**

USCC may assign this Agreement without notice to Customer. Customer may assign this Agreement only with USCC's prior written consent.

14. **ENTIRE AGREEMENT AND AMENDMENT.**

This Agreement is the entire agreement between Customer and USCC. This Agreement supersedes any inconsistent or additional promises made to Customer by any employee or agent of USCC, including but not limited to any customer service agreement between USCC and any affiliate or subsidiary of Customer. Except as otherwise provided herein, this Agreement may not be modified or amended or any rights of a party to it waived except in a writing signed by duly authorized representatives of the parties hereto.

15. **GOVERNING LAW.**

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Wisconsin. In the event of any conflict between this Agreement and the applicable laws or tariffs of any local, state or federal body, such laws or tariffs shall control to the extent applicable. All Exhibits to this Agreement are hereby incorporated into and made a part of this Agreement.

16. **NO WAIVER; SEVERABILITY.**

USCC's failure to enforce any right or remedy available under this Agreement is not a waiver. If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in force.

17. **NOTICE.**

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given when either personally served or after 3 business day if mailed by certified, registered mail, return receipt requested, or after 1 business day if delivered by a reputable overnight delivery service, or by facsimile transmission to:

**USCC:**

Attn: \_\_\_\_\_  
Dan O'Day, Business Account Executive  
(920) 428-1894  
2500 N. Lynndale Ave, Ste B  
Appleton, WI 54914

**Customer:**

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**With a copy to:**

United States Cellular Corporation  
Attn: Legal and Regulatory Affairs  
8410 West Bryn Mawr  
Chicago, IL 60631  
FAX #: (773)864-3133

and to:

Stephen P. Fitzell, Esq.  
Sidley Austin LLP  
1 S. Dearborn Street  
Chicago, IL 60603  
FAX #: (312)853-7036

If either party changes its address during the Term, it shall so advise the other party in writing, and all notices thereafter required to be given shall be sent to such new address.

18. **COMPLIANCE WITH LAW.**

Each party shall comply with all applicable laws, rules and regulations in its performance hereunder.

19. **PUBLICITY AND ADVERTISING.**

Neither party shall, without the prior written consent of the other party: (i) use any name, trade name, trademark, service mark or symbol of the other party in advertising, publicity or otherwise, or (ii) represent, directly or indirectly, that any Service or Equipment provided by such party has been approved or endorsed by the other.

20. **IN BUILDING REPEATER SYSTEMS.**

Customer acknowledges that, pursuant to Section 22.383 of the FCC's Rules (47 C.F.R. Section 22.383), only FCC licensees are authorized to install and operate any "in building radiation systems" or "in building repeater systems" as defined in Section 22.99 of the FCC's Rules (47 C.F.R. Section 22.99) and that the installation and operation of any such system can take place only with USCC's consent and under its supervision and control. During the term of this Agreement, Customer shall not install on its premises any such system without USCC's prior written consent.

21. **AFFILIATES AND SUBSIDIARIES.**

Upon request by Customer and subject to USCC's written approval, which may be withheld in its sole discretion, Customer's affiliates and subsidiaries may purchase Service or Equipment from USCC pursuant to the terms and conditions of this Agreement. Customer shall guarantee the performance of its approved affiliates and subsidiaries obligations under this Agreement.

22. **CREDIT INFORMATION.**

Customer authorizes business references or consumer and credit agencies to furnish USCC with credit records, ratings, and history.

23. **CONFIDENTIALITY.**

(a) **Confidential Information.** "Confidential Information" means with respect to a party hereto, this Agreement, together with all business or technical information or materials of such party provided hereunder. Confidential Information shall not include information or material that the receiving party demonstrates: (i) was known to the receiving party prior to the Effective Date free of any obligation of nondisclosure; (ii) was in the public domain prior to the date received by a receiving party hereunder or which subsequently came into the public domain through no fault of the receiving party; (iii) was lawfully received

by the receiving party from a third party free of any obligation of nondisclosure; or (iv) was independently developed by the receiving party, employees, consultants or agents without reference to any Confidential Information of the disclosing party.

(b) **Maintaining Confidentiality.**

The parties shall:

(i) hold all Confidential Information in strict confidence and not disclose it to others or use it any way except in performing the receiving party's obligations under this Agreement; and

(ii) take all action reasonably necessary to protect the confidentiality of the Confidential Information including, without limitation, implementing and enforcing operating procedures to minimize the possibility of unauthorized use or copying of the Confidential Information.

(c) **Ownership and Return of Confidential Information.** Confidential Information furnished to the receiving party by the disclosing party will be and shall remain solely the property of the disclosing party. The receiving party agrees to return all Confidential Information and any materials or other property provided by the disclosing party promptly, at the disclosing party's request or upon termination of this Agreement, whichever occurs first. The receiving party agrees not to retain any Confidential Information of the disclosing party or reproductions thereof, or other such property or materials, after such request or termination.

(d) **Required Disclosures.** Notwithstanding the foregoing, the receiving party may disclose the disclosing party's Confidential Information to the extent that the receiving party is required by any subpoena or other lawful process.

\* \* \* \* \*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

UNITED STATES CELLULAR CORPORATION

[\_\_\_\_\_]

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

SIGNATURE PAGE  
TO  
STATE OF WISCONSIN AUTHORIZED USER/LOCAL GOVERNMENT CUSTOMER SERVICE AGREEMENT  
BY AND BETWEEN  
UNITED STATES CELLULAR CORPORATION  
AND  
[\_\_\_\_\_]

**EXHIBIT A  
CURRENT COVERAGE MAP**



WIAuthUserMap.pdf  
f (2 MB)

See Embedded PDF File Titled  
“WIAuthUserMap.pdf”  
Depicting Coverage  
For  
State of Wisconsin Local Plan

National Coverage Applies for State of Wisconsin National Plan

## EXHIBIT B

### U.S. Cellular Wireless Data (powered by BREW™) End User License Agreement

1. **Limited License.** The developer of the Application (“Developer”) hereby grants to you a non-exclusive limited license to install the object code version of the Application on one wireless communication device and to use the Application on such device. All rights not expressly granted are reserved by the Developer. The term “Application” includes any software that is provided to you at the same time the Application is provided to you, or that is used in connection with the Application.
2. **Restrictions.** You agree not to reproduce, modify or distribute the Application or other software included in your wireless device (“Other Software”). Subject to applicable law, you agree not to decompile or reverse engineer the Application or the Other Software. You agree not to (i) remove any copyright or other proprietary notice from the Application or the Other Software, or (ii) sublicense or transfer the Application or the Other Software to a third party.
3. **Ownership.** You agree that the Developer and its licensors retain all right, title and interest in and to the Application and all copies of the Application, including all copyrights therein. You agree to erase an Application from your wireless device upon receipt of notice.
4. **Termination.** This Agreement shall terminate immediately, without notice, if you fail to comply with any material term of this Agreement. Upon termination you agree to immediately erase the Application from your wireless device.
5. **Disclaimer of Warranty.** THE APPLICATION IS LICENSED TO YOU “AS IS.” DEVELOPER AND ITS LICENSORS DISCLAIM ANY AND ALL WARRANTIES REGARDING THE APPLICATION, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DEVELOPER DOES NOT WARRANT THAT THE OPERATION OF THE APPLICATION WILL BE UNINTERRUPTED OR ERROR FREE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY OR MAY BE LIMITED.
6. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE DEVELOPER OR ITS LICENSORS BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF THE USE OF THE APPLICATION (INCLUDING BUT NOT LIMITED TO LOST DATA OR LOST PROFITS), EVEN IF THE DEVELOPER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE DEVELOPER’S LIABILITY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY, EXCEED THE FEE PAID BY YOU. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY OR MAY BE LIMITED.
7. **Export.** The Application is subject to the export control laws and regulations of the United States and other jurisdictions. You agree to comply with all such laws and regulations.
8. **Government.** If you are or are acting on behalf of an agency or instrumentality of the United States Government, the Application is “commercial computer software” developed exclusively at private expense. Pursuant to FAR 12.212 or DFARS 227 7202 and their successors, as applicable, use, reproduction and disclosure of the Application is governed by the terms of this Agreement.
9. **Miscellaneous.** This Agreement is governed by the laws of the State of California, USA, without regard to California’s conflict of law principles. The United Nations Convention on Contracts for the Sale of International Goods does not apply to this Agreement. If any provision hereof is held illegal, invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the legality, validity and enforceability of all other provisions of this Agreement shall not be affected thereby. This Agreement constitutes the entire agreement between you and the Developer regarding its subject matter and supersedes any prior agreement, whether written or oral, relating to the subject matter of this Agreement. No modification or alteration of this Agreement will be valid except in writing signed by you and the Developer.

EXHIBIT C  
CUSTOMER SUPPORT

Account Team Contact Information:

Dan O'Day

(920) 428-1894

[Dan.oday@uscellular.com](mailto:Dan.oday@uscellular.com)

Ryan Foley

(920) 470-7557

[Ryan.foley@uscellular.com](mailto:Ryan.foley@uscellular.com)

Customer Service Contact Information:

Business Support: (800) 819-9373

**EXHIBIT D**  
**RATES**

**Eligibility:** Wisconsin statutes (s.16.73, Wis. Stats.) establish authority to allow Wisconsin municipalities (authorized users) to purchase from state contracts. A “municipality” is defined as any county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district or any other public body having the authority to award public contract (s. 16.70 (8), Wis. Stats). Federally recognized Indian tribes and bands in this state may participate in cooperative purchasing with the state or any municipality under ss. 66.0301(1) and (2), Wis. Stats. This Cooperative Purchasing (Authorized User Program) is for official business use only. Employees, their families or any other business authorized users may be associated with may not participate in the Cooperative Purchasing (Authorized User Program)

**Activation Fee:** Waived  
**Initial Contract Term:** 24 months from date of execution of agreement  
**Contract Termination Fee:** \$150.00 prorated over the term of the contract  
**Liquidated Damages:** Authorized User activating service during final twelve (12) months of the contract period, and then choose to leave U.S. Cellular® at the end of the contract term, will pay liquidated damages for equipment. Liquidated damages will be assessed based on calculating the difference between U.S. Cellular®’s list price for the equipment and the actual purchase price paid by the authorized user.

**State of Wisconsin Local Plan**

Monthly Access	\$3.00
Incoming Minute	\$0.05
Outgoing Minute	\$0.05
Long Distance Minute	No incremental charge
Toll Free Minute	\$0.05
Directory Assistance Per Call	\$1.50
Mobile to Mobile Minute	\$0.05
Intra State Roaming Minute	\$0.05
Inter State Roaming Minute	\$0.30
Monthly USF Fee	\$0.70

The \$0.05 rate applies to all minutes within the State of Wisconsin and on the U.S. Cellular® network nationwide.  
The \$0.30 Inter State Roaming Minute applies to all roaming minutes outside of Wisconsin and off the US Cellular® network nationwide.

**State of Wisconsin National Plan**

Monthly Access	\$6.00
Incoming Minute	\$0.05
Outgoing Minute	\$0.05
Long Distance Minute	No incremental charge
Toll Free Minute	\$0.05
Directory Assistance Per Call	\$1.50
Mobile to Mobile Minute	\$0.05
Intra State Roaming	\$0.05
Inter State Roaming	\$0.05
Monthly USF Fee	\$0.70

Unlimited Mobile to Mobile	\$6.00	May be added to this National Rate plan. Mobile to Mobile only on USCC Network.
Unlimited Incoming /	\$8.00	May be added to this National Rate plan. National network coverage.

## RATES

### Additional Services Available for Both Rate Plans

easyedge <sup>SM</sup> Unlimited	\$9.95
Text Messaging 250	\$4.95
Text Messaging 750	\$9.95
Unlimited Text Messaging	\$14.95
Picture Messaging 20	\$2.95
Picture Messaging 50	\$5.95
Picture Messaging 100	\$10.95
Mobile Paging	\$6.95
Advanced Mobile Paging	\$8.95
Signal Insurance	\$5.95
Windows Mobile Email &Web	\$24.95

### 20% of Access for the following Plans

Wide Area Single Line Plans  
National Single Line Plans  
Wide Area Family Plans  
National Family Plans  
Wide Area Business Community Plans- Pooled and Non-Pooled  
Business National Plans-Pooled and Non-Pooled  
Unlimited Data for Wireless Modem Plan (\$49.95 discounted to \$39.96)

**EXHIBIT E**  
**BLACKBERRY SERVICE RATES**

**BlackBerry® Service Rates**

BES Express	\$24.95
Unlimited Data for BlackBerry® w/Voice Plan (BES)	\$32.00
Unlimited Data for BlackBerry® Data Only Plan (BES)	\$32.00
5 GB Data for BlackBerry® (BIS)	\$24.95 + \$0.01 per KB overage

EXHIBIT F

EQUIPMENT

Basic Handsets

Basic Bar Phone	Samsung R311 Axle	\$0.01
Basic Flip Phone	LG UX310 Helix	\$0.01

Basic handset equipment options subject to change based on manufacturer availability.

Other Handsets

Fixed Discount off Full Retail	25%
One Time Credit-Voice Handsets	\$100.00

Net handset pricing for new lines of service and eligible upgrades is calculated per the following:

**Full Retail Price- Less the 25% -Less the One Time Credit= Net Pricing**

Example:

Full Retail Price	\$199.95
25 % Discount	(\$49.99)
One Time Credit	<u>(\$100.00)</u>
Net Price	\$49.96

HTC Snap

Fixed Discount off Full Retail	25%
One Time Credit	\$299.00
Full Retail Pricing	\$349.95
Net Pricing:	\$0.01

Wireless Modem Card \$0.01

Accessories 25% Discount

**EXHIBIT G**  
**BLACKBERRY EQUIPMENT**

**BlackBerry® Devices**

Fixed Discount off Full Retail      25%  
One Time Credit                        \$299.00

	<u>Full Retail</u>	<u>Net Pricing</u>
BlackBerry® 8530 Curve 2	\$399.95	\$.01
BlackBerry® Flip Pearl	\$399.95	\$.01
BlackBerry® 9630 Tour	\$499.95	\$75.96