City of Menasha ● Information Technology
Patrick L. James ● Supervisor of IT Support
pjames@ci.menasha.wi.us

# Memorandum

8-30-2012

To: Administration Committee

From: Patrick James
Supervisor of Network Support

RE: US Cellular contract.

Attached for your consideration is the US Cellular updated state contract pricing, which includes price reduction and elimination of the monthly service fee. We will only pay the taxes/fees for state and federal etc. We pay this now in addition to a $3.95 per line monthly service connection charge. Plus 5¢ per minute.

This new pricing eliminates the $3.95 per line fee which will save the city over $200 a month.

I'm available if you should have any questions.

Thank you,

140 Main Street ● Menasha, Wisconsin 54952-3151 ● Phone (920) 967-3636 ● Fax (920) 967-5271
www.cityofmenasha-wi.gov

# Proposal and Cellular Service Agreement

Between

# U.S. Cellular®

And

# City of Menasha

Dan O'Day
Business Account Executive
920-428-1894
**Dan.oday@uscellular**

**CONFIDENTIAL**

## AGREEMENT OVERVIEW

United States Cellular Corporation ("U.S. Cellular") is proud to offer this Cellular Service Agreement ("Agreement") to City of Menasha

U.S. Cellular is a financially sound wireless provider that offers an advanced wireless network which has been aggressively expanded over the last 15 years. U.S. Cellular will continue to expand its network and seek opportunities to maintain U.S. Cellular's standing as a leader in the industry. U.S. Cellular will provide City of Menasha with cost effective rate plans, products and services based on their business needs, and unmatched customer service and support.

## EXECUTIVE SUMMARY

**City of MenashaBusiness Objectives**

Wireless communication is essential to the overall productivity of City of Menasha.
We determined the following priorities as crucial to your business effectiveness:

- Same end date for all lines
- Local support, Superior field support, service, and coverage in all regions
- Competitive rate pricing and ability to change plans
- Smart phone solutions and applications

**The U.S. Cellular® Solution**

- **U.S. Cellular® will offer a 24-month coterminous agreement.**
- **Multiple layers of local support, plus Business Account Support.**
- **Rate plan changes do not lengthen the contract.**
- **Onsite training for smart phone solutions, FREE battery swap, and contact back up on all phones.**

## U.S. CELLULAR® INFOMRATION THE COMPANY

At U.S. Cellular, we're not just in the business of connecting calls, we're in the business of connecting people. We believe pride and respect aren't just words, they're words to live by. And we believe the most important thing about your phone is the person on the other end, and we'll work harder than anyone to keep you connected to them. This is U.S. Cellular and we believe in something better.

We focus on having the world's best customer service and delivering industry leading innovations. Our customers receive unique benefits such as a valuable rewards program that recognizes loyalty, new phones faster without continuously signing contracts, free Battery Swap, Overage Protection, and free incoming calls, texts and picture messages. Our strong line-up of cutting-edge devices are designed to simplify and organize your life and they are all backed by our high-speed nationwide network which has the highest call quality of any national carrier. We are rapidly expanding a 4G LTE network, which currently covers 25 percent of customers and will cover 54 percent by the end of 2012

**Quick Facts:**

- **Founded:** 1983
- **Headquarters:** Chicago, IL
- **Customers:** 5.9 Million
- **Revenue (2011):** $4 Billion
- **Associates:** 9,000
- **Network:** Fourth generation (4G) Long Term Evolution (LTE) network, Code Division Multiple Access (CDMA)

**Customer Care Centers:**

- Bolingbrook, IL
- Cedar Rapids, IA
- Knoxville, TN
- Tulsa, OK
- Waukesha, WI

U.S. Cellular believes in the power of the community and has made a commitment to invest more than $4.5 million in teachers and schools during 2010 and 2011. U.S. Cellular focuses on creating a personal connection with customers that extends beyond our award-winning network and is responding to an issue that is important to communities and affects us all – children's education. We're committed to helping schools through our grassroots initiatives: Calling All Communities and Calling All Teachers.

## SUMMARY OF U.S. CELLULAR® BENEFITS

- Large network of retail locations that can provide **Battery Swap** service at no additional cost.

- **My Contacts Backup** for over the air contact refreshment on new/upgraded handsets in the event of lost or damaged phones. **Easy**edge[SM] must be active and the application downloaded to the handset to operate.

- State-of-the-art wireless network.

- Complete portfolio of value-added corporate rate structures to meet the varying needs of our business customers.

- Tenured, experienced Busines Account Executive to recommend the best wireless plans and services for private-sector, business, and government customers.

- Specialized, dedicated Business Support team available by toll free number, to help support your account.

- Local Sales Support available for on-site user training, deliveries and other assistance.

- Highest quality products and services at a competitive price.

- Industry leading customer retention record.

- Strong local presence, and community involvement.

## LOCAL SERVICE AND SUPPORT STRUCTURE

U.S. Cellular® provides specialized Support Teams for its business accounts. These individuals are some of U.S. Cellular's most experienced, tenured associates whose focus is to provide personalized and professional service.

**Dedicated Local BAE:**

U.S. Cellular provides a **Business Account Excecutive (BAE)** to business and government accounts for personal and local sales representation. These representatives work closely with customers to understand their business needs and offer services and rate plans specifically suited to those needs.

Dan O'Day
920-428-1894
Dan.Oday@uscellular.com

**Dedicated Local Sales Support Specialist:**

U.S. Cellular will provide a local Sales Support Specialist to assist your business account by facilitating phone training for new users, fulfilling orders, delivering or shipping equipment, answering questions regarding products and services, and other field support.

Troy Isajiw
920-858-9699
troy.isajiw@uscellular.com

**Business to Business Billing Support:**

City of Menasha will also have access to a specialized Business to Business Customer Service and Billing Support Team.
Business Support -800-819-9373

Roamer Support Center

Roamer Support Center: 1-888-872-7462

## RECOMMENDED RATE PLAN'S:

U.S. Cellular® offers a variety of business rate solutions designed for City of Menasha.

All of U.S. Cellular's Business plans include nationwide long distance calling as well as productivity tools such as voice mail, caller ID, call waiting, call forwarding, detailed billing (at your request) and 3-way calling at no additional charge.

### State of WI & Authorized User Rate Plans

| State Voice Plan - Local/National | | | | |
|---|---|---|---|---|
| | | MRC | | Per Minute |
| Incoming | $ | - | $ | 0.05 |
| Outgoing | $ | - | $ | 0.05 |
| Toll Free | $ | - | $ | 0.05 |
| Mobile to Mobile | $ | - | $ | 0.05 |
| Domestic Long Distance | $ | - | $ | - |
| Intrastate Roaming | $ | - | $ | - |
| Interstate Roaming | $ | - | $ | - |
| Directory Assistance (per call) | $ | - | $ | 1.95 |

| *Alternate Rate Plan Discount* | |
|---|---|
| Percentage discount from Published Monthly Access Charge, (Excludes any rate plans that earn Reward Points) | 25% |

| Voice/Smartphone Plan Add-On Features | | | |
|---|---|---|---|
| | | MRC | Per MB overage |
| Unlimited Mobile to Mobile | $ | 10.00 | N/A |
| Unlimited CALL ME Minutes | $ | 10.00 | N/A |
| Tethering (smartphone feature only) | $ | 25.00 | $.49/MB |

| Text Packages | | | | |
|---|---|---|---|---|
| | MRC | Per Text overage | Included Outgoing Msg | Included Incoming Msg |
| Pay As You Go Text Messaging | $ 0 | $ 0.10 | 0 | Unlimited |
| Text Messaging 250 | $ 4.95 | $ 0.10 | 250 | Unlimited |
| Text Messaging 750 | $ 9.95 | $ 0.10 | 750 | Unlimited |
| Unlimited Text Messaging | $ 14.95 | $ 0.10 | Unlimited | Unlimited |
| Unlimited TXT/PIX-VID Messaging | $ 19.95 | N/A | Unlimited | Unlimited |

| Smartphone Data Plan | | |
|---|---|---|
| | MRC | Per MB overage |
| Cost Per Line Per Month for Access (5GB)<br>*** Includes BB BES, Android, and Windows Mobile® | $ 24.95 | $ 0.10 |
| Cost Per Line Per Month for Access (2GB) | $ 25.00 | $10/GB |

| Aircard / Hotspot / Tablet Data Plan | | |
|---|---|---|
| | MRC | Per MB/GB overage |
| Cost Per Line Per Month for Access (5GB) | $ 40.00 | $10/GB |
| Cost Per Line Per Month for Access (2GB) | $ 22.00 | $10/GB |

## EQUIPMENT/HANDSET PRICING

City of Menasha will receive discounted equipment pricing that U.S. Cellular® will offer with a two-year service contract. The discounted pricing listed below applies to all new activations and eligible equipment upgrades.**

### U.S. Cellular® phone handset and pricing offer:

| Voice Equipment | | |
|---|---|---|
| *** All equipment is subject to 1 upgrade in a 2 year contract period *** | | |
| | | Price |
| Samsung Chrono 2 | $ | 0.01 |
| Samsung Freeform 4 | $ | 0.01 |

| Smartphone Equipment | | |
|---|---|---|
| *** All equipment is subject to 1 upgrade in a 2 year contract period *** | | |
| | | Price |
| BlackBerry® 9350 Curve | $ | 0.99 |
| Motorola Electrify | $ | 150.99 |
| Samsung Galaxy II | $ | 150.99 |

| Aircard & Hotspot Equipment | | |
|---|---|---|
| *** All equipment is subject to 1 upgrade in a 2 year contract period *** | | |
| | | Price |
| PCD UM185 Data Card (requires 2GB or higher Data Plan) | $ | 0.01 |
| SamsungSCH-LC11 Hotspot (requires 2GB or higher Data Plan) | $ | 0.01 |

| Other Equipment | | |
|---|---|---|
| *** All equipment is subject to 1 upgrade in a 2 year contract period *** | | |
| | | Price |
| HTC Flyer (requires 2GB or higher Data Plan) | $ | 449.99 |

| All other equipment pricing follow the formula listed below: |
|---|
| *** Formula is based on the RETAIL Price of equipment not specifically listed above *** |

| | Fixed % Discount (off retail price) | Fixed Dollar Credit (taken after fixed % discount is applied off retail) |
|---|---|---|
| Voice Only Handheld Device | 25% | $ 100.00 |
| Combined Voice and Data Handheld Device | 25% | $ 299.00 |
| Data Only Device excluding Tablets | 25% | $ 100.00 |
| Tablets (2GB data plan mandatory) | 25% | $ 150.00 |
| Accessories | 25% | |

These handsets include a color screen, battery, wall charger and ear bud.
U.S. Cellular reserves the right to substitute comparable models due to manufacturer's availability.

Lines of service on which the phone handset was purchased at least 18 months previously are eligible for upgrade at the discounted prices listed above.

| Fee Schedule | | | |
|---|---|---|---|
| Federal Universal Service Fund Fee | $ | 0.50 | Per CTN |
| WI Police & Fire Fee | $ | 0.75 | Per CTN for the 1st 10 CTN's |
| WI Police & Fire Fee | $ | 0.075 | Per CTN for lines 11 & greater |

## PARTNER EMPLOYEE DISCOUNT PROGRAM (PEDP) (RATES AND DISCOUNTS MAY BE SUBJECT TO CHANGE)

**Discounted Service for Your Associates**

City of Menasha partnership with U.S. Cellular® qualifies your employees for a discount on their consumer wireless service! If PEDP requirements are met, both current and new customers employed by City of Menasha will be able to take advantage of this discount and great customer service that U.S. Cellular has become known for.

Gaining access to the discount is easy! Associates simply visit www.uscellular.com/partner. Upon entering their name and corporate e-mail address they will receive an e-mail with their discount. They will then simply be prompted to continue with the process and have the discount applied.

Requirements:

- City of Menasha must maintain at least 21 lines of service during the term of this Agreement. (changes to the number of active lines on the corporate account may impact discount rate)
- Discount will only be applied to the voice plan portion (On Belief Plans the discount applies to the voice, messaging and data bundle)
- Single line plans must have a monthly service charge of $69.95 or greater
- Family Plans must have a monthly service charge of $99.99 or greater
- Not eligible on Wireless Modem or data only plans

## TERMS OF AGREEMENT

Under this Agreement, all lines will be under contract for a period of twenty-four months from the date of U.S. Cellular's execution of this Agreement. The Terms and Conditions of this Agreement, attached hereto and made a part of this Agreement as Exhibit A, shall control the provision of Service to City of Menasha. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall govern and control.

- **City of Menasha Corporate Activation Fees are Waived**

- **Termination Fees** - $150.00/line per line Feature Phones, Modems, Hotspot devices $350.00 per line for Smartphones and Tablets.
- **Expiration Date of Contract:** Twenty-four months from date of contract signing by U.S. Cellular**.**

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

| **UNITED STATES CELLULAR CORPORATION** | **City of Menasha** |
|---|---|
| By : _____ | By:_____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date:_____ | Date:_____ |

## EXHIBIT A

## TERMS AND CONDITIONS OF AGREEMENT

These are the Terms and Conditions for Service between the customer ("you") and United States Cellular Corporation on behalf of its operating licensed affiliates doing business as U.S. Cellular in your Home Market, as defined below ("U.S. Cellular", "we" or "us"). "Service" refers to the telecommunication services/programs, including voice and data services, you purchase from U.S. Cellular. Your "Agreement" includes (1) these Terms and Conditions, (2) the Service Agreement ("Service Agreement") on which you applied for Service, (3) the terms and conditions (typically, but not exclusively, included in the applicable brochure or literature) applicable to each Service, and (4) if you purchase data services, the additional terms posted at www.uscellular.com/termsandconditions.

Eligibility

You are eligible for Service only if you or your employer has a billing address within U.S. Cellular's licensed market area. If you meet the eligibility requirement only through your employment address, you may only be eligible for certain rate plans. All accounts you have with us must be kept in good standing in order to be eligible for Service. If any account is not in good standing, all accounts are subject to suspension and/or termination.

Term/Termination/Early Termination Fee

This Agreement is effective on the day we activate your Service and continues until terminated in a manner as provided below. You may terminate Service at any time by notifying U.S. Cellular. Termination by you shall be effective immediately unless you request a later termination date. A request to port your number is a request by you to terminate Service immediately. Your monthly recurring Services and the applicable charges for those monthly recurring Services shall be prorated to coincide with the termination date. Depending on the amount of Service that you have used during the month of termination, such a proration may result in you incurring overage charges. U.S. Cellular may terminate or suspend your Service at any time without notice if you fail to perform any obligations of this Agreement including the restrictions and obligations set forth in the paragraphs regarding "Use of Service" and "Payment and Due Date." Additionally, U.S. Cellular may terminate this Agreement at any time without notice if we cease to provide Service in your Home Market. If the Agreement is terminated for any reason during the Initial Term ("IT") other than pursuant to (i) the “Changes to Relationship” paragraph below, (ii) any applicable U.S. Cellular guaranty period or (iii) U.S. Cellular ceasing to provide Service in your Home Market, you may be assessed an Early Termination Fee ("ETF"). The duration of the IT and initial value of the ETF are defined in your Service Agreement. Each line of Service shall be subject to

a separate ETF. Starting in the 5th month of the Agreement and each month thereafter, the ETF will be reduced by a ratable amount for the remaining months of the IT. By way of example, an ETF of $150.00 for a 2 year IT will be reduced by $7.50 each month and an ETF of $350 for a 2 year IT will be reduced by $17.50 each month over the last 20 months of the IT. Upon termination for any reason, you are responsible for the payment of all charges. If your Service is reinstated, you may be charged a reactivation fee.

Use of Service

At least 50% of your monthly voice usage must be used in U.S. Cellular's licensed markets. No more than 200 MB of your data usage in any month may be used in U.S. Cellular's non-licensed markets. Service is furnished for your use only; you may not resell Service to third parties. You may not use the Service for any unlawful, improper, harassing or abusive purpose or in such a way that interferes with U.S. Cellular's network, business operations, employees or customers. U.S. Cellular may, in its sole discretion, block access to certain categories of numbers (e.g., 976, 900 and international designations)

Payment and Due Date

You are responsible for payment of all charges on your bill, including but not limited to telecommunications-related charges (such as monthly access, airtime, roaming, toll, long distance, directory assistance, application charges and data network usage); charges for other discretionary goods and services (such as ringtones, graphics, games and other on-line content) regulatory cost recovery charges (such as Universal Service Fund, Enhanced 911 and Wireless Number Portability); surcharges; and taxes. Regulatory cost recovery fees, surcharges, and taxes are subject to change without notice. Payments are late if not received by U.S. Cellular by the due date shown on the monthly bill. We may charge a late fee of up to $5.00 for each late payment or 1.5 percent a month or part thereof (18% annually or the highest rate permitted by applicable state law) for any amount not paid when due, whichever is greater. We may charge you a returned check fee for a check returned for any reason. You agree to reimburse U.S. Cellular for its costs, including reasonable attorneys' fees, collection fees and similar expenses incurred by U.S. Cellular with respect to collection of payment (except where prohibited by law). We will refund final credit balances of less than $1 only upon request.

Coverage

You understand 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 U.S. Cellular or its agents are not guarantees.

Lost or Stolen Phones
You are responsible for all authorized charges on your phone. If you claim unauthorized charges on account of a lost or stolen phone, you must report your phone as lost or stolen immediately so that we may investigate your claim. We will investigate any claims of unauthorized charges within 30 days. You agree to cooperate with our investigation and to submit any relevant documentation that you have such as a police report or a sworn statement. You will not be required to pay any disputed charges while we investigate. If we determine that the charges are unauthorized, we will credit your account.

Deposits
U.S. Cellular may require a deposit from you to guarantee payment of charges for Service and from time-to-time may increase the deposit based on your usage and payment history. Deposits will only be returned to you after a minimum of 11 consecutive months of satisfactory payment history. U.S. Cellular may apply deposits or payments to any charges you owe us on any account. Interest will not be paid on deposits unless required by law.

Billing Practice
Your monthly Service fee will be billed in advance and your usage charges not covered by your monthly Service fee will be billed in arrears. Each partial minute of airtime will be rounded up and billed as a full minute. You may be charged for calls that are not completed but ring longer than 59 seconds. For completed calls, you will be billed from the time you push the "send" button until you terminate your call by pushing the "end" button on your phone. "Application charges" include the non-recurring and/or monthly subscription fees incurred when you purchase data applications. "Data network usage charges" are the charges for transferring data (i.e., downloading applications, accessing the Internet, etc.) rendered in units of kilobytes or megabytes. Each partial kilobyte of data transferred will be rounded up and billed as a full kilobyte. Text, Picture and Video Messaging are billed per address/recipient.
YOU MAY SEEK A CREDIT OR REFUND FOR ERRORS IN BILLING FOR UP TO 180 DAYS AFTER ISSUANCE TO YOU OF THE BILL ON WHICH THE ERROR IS CONTAINED BY CONTACTING U.S. CELLULAR AS PROVIDED ON YOUR BILL. YOU WILL HAVE WAIVED YOUR RIGHT TO DISPUTE THE BILL AND TO BRING, OR PARTICIPATE IN, ANY LEGAL ACTION RAISING SUCH DISPUTE IF YOU FAIL TO DISPUTE THE CHARGE ON YOUR BILL WITHIN 180 DAYS AFTER THE ISSUANCE OF THE BILL. WE MAY ALSO BACK BILL YOU FOR ANY ERROR THAT RESULTS IN AN UNDERBILLING TO YOU WITHIN 180 DAYS OF THE ISSUANCE OF THE BILL THAT SHOULD HAVE REFLECTED THE UNDERBILLED CHARGE.

Billing Out of Area Calls. Billing for some calls made/received by you outside of the

home U.S. Cellular switch to which your account is assigned at the time your service is established ("Home Market") may occur after the close of your regular billing cycle. Typically this occurs when you make/receive calls late in your billing cycle outside your Home Market such as when you are roaming on another carrier's network or are making/receiving calls on a U.S. Cellular network other than your Home Market. When this occurs, the minutes used, and associated charges, will be applied against your monthly calling plan in the month that the usage appears on your bill rather than the month the calls actually occurred.

Changes to Relationship

We may amend the Agreement at any time by providing notice to you. If we make Material Changes to the Agreement that you do not agree with, you may cancel your Agreement without incurring an ETF by notifying us within 30 days after notice to you of the change. "Material Changes" shall be only those changes that result in an increase to the rates that we charge you for services under your Price Plan as specified in your Service Agreement. Changes to charges permitted to be collected by any governmental authority (such as for the Universal Service Fund) or which pass through the expense of taxes imposed on the Service or which relate to other Services for which you are under no term commitment as well as other non-monetary changes to the Terms and Conditions shall not constitute Material Changes to this Agreement. If you use the Service after the 30-day period, you agree to be bound by any Material Changes.

Privacy/Acceptable Use/Copyright

U.S. Cellular strives to protect the privacy and intellectual property rights of our customers. We may collect, process and share personal information about you or your account consistent with our privacy policy, available at www.uscellular.com, without further specific notice to you. You can also view U.S. Cellular's acceptable use and copyright policies at www.uscellular.com.

Credit Information

You authorize consumer reporting agencies to periodically furnish U.S. Cellular with your consumer report. You authorize U.S. Cellular to periodically disclose your account information and payment history to consumer reporting agencies.

Limits of Liability

U.S. CELLULAR'S LIABILITY REGARDING YOUR USE OF THE SERVICES OR EQUIPMENT, OR THE FAILURE OF OR INABILITY TO USE THE SERVICES OR EQUIPMENT, IS LIMITED TO THE CHARGES YOU INCUR FOR SERVICES OR EQUIPMENT DURING THE AFFECTED PERIOD. THIS MEANS U.S. CELLULAR IS NOT LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS

LOST PROFITS OR LOST BUSINESS OPPORTUNITIES), PUNITIVE OR EXEMPLARY DAMAGES, OR ATTORNEYS' FEES.

Disclaimer of Warranties
U.S. CELLULAR MAKES NO WARRANTY REGARDING THE SERVICES, EQUIPMENT AND SOFTWARE AND DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE TO THE EXTENT PERMITTED BY STATE LAW. U.S. CELLULAR IS NOT RESPONSIBLE FOR CIRCUMSTANCES BEYOND ITS CONTROL, INCLUDING WITHOUT LIMITATION, ACTS OR OMISSIONS OF OTHERS, ATMOSPHERIC CONDITIONS, OR ACTS OF GOD. U.S. CELLULAR DOES NOT MANUFACTURE EQUIPMENT OR SOFTWARE, AND YOUR ONLY WARRANTIES AND REPRESENTATIONS WITH RESPECT TO EQUIPMENT OR SOFTWARE ARE THOSE PROVIDED BY THE MANUFACTURER UNLESS AND ONLY TO THE EXTENT THAT APPLICABLE STATE LAW IMPOSES WARRANTY OBLIGATIONS ON U.S. CELLULAR.

Assignment
U.S. Cellular may assign this Agreement without notice to you. You may assign this Agreement only with U.S. Cellular's consent.

Entire Agreement
This Agreement is the entire agreement between you and U.S. Cellular. This Agreement supersedes any inconsistent or additional promises made to you by any employee or agent of U.S. Cellular.

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 PURSUANT TO THE WIRELESS INDUSTRY ARBITRATION RULES AS MODIFIED BY THIS AGREEMENT AND AS ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). WE SHALL BE FULLY RESPONSIBLE FOR FILING, ADMINISTRATION AND ARBITRATOR FEES AND WE WILL ADVANCE, OR REIMBURSE YOU FOR, ANY REASONABLE FILING, ADMINISTRATION AND ARBITRATOR FEES FOR ANY ARBITRATION INITIATED IN ACCORDANCE WITH THIS PARAGRAPH. WE WILL REIMBURSE YOU FOR YOUR REASONABLE ATTORNEYS' FEES AND COSTS IF THE ARBITRATOR AWARDS YOU AN AMOUNT EQUAL TO OR GREATER THAN THE AMOUNT YOU HAVE DEMANDED IN SUCH ARBITRATION. 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. UNLESS YOU AND WE OTHERWISE MUTUALLY AGREE, ALL HEARINGS UNDER SUCH ARBITRATION SHALL TAKE PLACE IN THE COUNTY OF YOUR BILLING ADDRESS. AT YOUR OPTION, YOU MAY BRING AN ACTION AGAINST US IN SMALL CLAIMS COURT, NOTWITHSTANDING THIS AGREEMENT. THE PARTIES AGREE THAT ALL CLAIMS, WHETHER IN ARBITRATION OR IN SMALL CLAIMS COURT, SHALL BE TREATED INDIVIDUALLY AND THERE SHALL BE NO CONSOLIDATION OF CLAIMS, CLASS ACTIONS, REPRESENTATIVE ACTIONS OR PRIVATE ATTORNEY GENERAL ACTIONS. U.S. CELLULAR EXPRESSLY REJECTS AND DOES NOT CONSENT TO ANY CONSOLIDATION OF CLAIMS OR CLASS ACTION IN THE ARBITRATION. THIS ARBITRATION AGREEMENT SURVIVES THE TERMINATION OF THIS SERVICE AGREEMENT. FOR ADDITIONAL INFORMATION ON COMMENCING ARBITRATION AND HOW THE ARBITRATION PROCESS WORKS, YOU MAY CALL THE AMERICAN ARBITRATION ASSOCIATION AT 800-778-7879 OR VISIT THEIR WEBSITE AT WWW.ADR.ORG.

Directory Information
U.S. Cellular does not publish directories of our customers' phone numbers nor do we provide our customers' phone numbers to third parties for publication in directories.

No Waiver; Severability
U.S. Cellular'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.

Errors
We reserve the right to correct any errors or omissions in the Agreement.