



Business Customer Service Agreement prepared for:

# Winnebago County

Submitted by:

**Dan O'Day**

920-427-2587

Dan.ODay@uscellular.com

---

**CONFIDENTIAL**

---

**WISCONSIN COOPERATIVE PURCHASING**  
**CUSTOMER SERVICE AGREEMENT**  
**(Pricing per State of Wisconsin Contract #505ENT-M17-WIRELESSPH-03)**

**THIS WISCONSIN COOPERATIVE PURCHASING CUSTOMER SERVICE AGREEMENT** including all Exhibits attached hereto (this “Agreement”), dated June 1, 2018 (the “Effective Date”), is by and between USCC Services, LLC on behalf of its operating licensed affiliate doing business as U.S. Cellular in the Home Market (“USCC”), and Winnebago County on behalf of its employees and permitted subsidiaries and affiliates (“Customer”).

**WHEREAS**, USCC and the State of Wisconsin entered into Contract # 505ENT-M17-WIRELESSPH-03 (“State Contract”) setting for terms and pricing for the State of Wisconsin to procure wireless communications services from USCC; and

**WHEREAS**, USCC agreed to provide the same pricing to municipalities and other government entities authorized to cooperatively purchase with the State under Wisconsin Statute §16.73, subject to minimal conditions as outlined in USCC’s form DOA-3333 including entering into a separate agreement with Customer; and

**WHEREAS**, Customer desires to purchase wireless telecommunication services and equipment from USCC; and

**WHEREAS**, USCC is willing to provide Customer with wireless telecommunication services 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, data, and other similar devices and ancillary devices or accessories purchased by Customer from USCC, otherwise provided to Customer by USCC for use in connection with Service, or approved in writing by USCC for use in connection with Service(s).

(b) “Home Market” means the market in which the USCC switch, to which your account is assigned at the time your service is established, is located.

(c) “Service(s)” means each and every wireless service (including, without limitation, telecommunication, voice, and data services) and

Business Solutions Services that USCC provides directly or indirectly to Customer.

**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 and the pricing terms provided in the State Contract. This Agreement shall govern and control the provision of Service and any purchase of Equipment or other transaction.

(b) 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 are attached hereto as Exhibit A. Such maps may be updated periodically by USCC. For greater coverage detail and for the most up to date coverage maps, Customer may refer to [uscellular.com/coverage](http://uscellular.com/coverage). Service is furnished for Customer's use only. Customer may not resell Service to third parties.

(c) At least 50% of Customer's monthly voice usage on each line of Service must be used in USCC's licensed markets. No more than 400 MB of Customer's data usage in any month on each line of Service may be used in USCC's non-licensed markets.

(d) 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.

(e) **Business Solutions Services.** Business Solutions Services is a subset of Services. Business Solutions Services consists of Internet of Things ("IoT") and Value Added Services ("VAS"). IoT and VAS are Services where data is transmitted over USCC's network between or among devices (including wireless devices, modems, computer servers, or other machines) and between devices and application servers in the cloud with limited to no manual administration, supervision, or intervention and which may or may not require additional Equipment. If Customer utilizes any Business Solutions Services, the requirements for use of such Services including data rates, equipment, and service-specific terms and conditions, shall be set forth in Exhibit B. Business Solutions Services are also governed by any applicable third party terms and conditions. Business Solution Services may require third party equipment, third party services

such as software-as-a-service (“SAAS”), and/or the acceptance by Customer of third party end-user license agreements. Except as may be provided in the State Contract, USCC makes no warranties, representations, or other statements regarding such third party equipment, agreements, or services and Customer agrees that it may only use such third party equipment or services that are approved by USCC for use on its network. USCC may prohibit standard wireless devices and equipment from being activated on IoT lines.

(f) **Wireless Priority Service.** USCC is under contract with CSRA Inc. (“CSRA”), the Federal Government’s Priority Telecommunications Services contractor, to provide call data for a user’s Wireless Priority Service (“WPS”) calls and Government Emergency Telecommunications Service (“GETS”) calls to CSRA and the Department of Homeland Security Office of Emergency Communications for the purpose of evaluating service performance and protecting against fraudulent or unlawful use. If and when Customer uses WPS or GETS, Customer consents to USCC providing Customer’s call data for WPS or GETS calls, as applicable, to these parties and for this purpose.

(g) Services offered by USCC may be subject to specific terms and conditions. Those additional terms and conditions are included in the applicable brochure or material for that specific Service and are incorporated herein and made a part of this Agreement.

### 3. **EQUIPMENT.**

(a) USCC will sell Equipment to Customer at the prices set forth in Exhibit B or Exhibit E for each new line of Service activated by Customer and each Eligible Upgrade which shall be no higher (and discounts no less) than as established in the State Contract. An “Eligible Upgrade” means Customer’s first upgrade of wireless handset Equipment for a line of Service after completing 15 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 or at a discounted price if that discount would otherwise apply to the State Contract.

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

(c) For Business Solutions Services, Customer may only utilize Equipment sold by or otherwise provided by USCC, or in the case of Equipment that is obtained directly from a third party, only Equipment that is approved by USCC for use on its network. USCC reserves the right to revoke any previous approval for Equipment and to refuse to provide Service(s) for any customer-owned Equipment at any time and for any reason in its sole discretion.

**4. CUSTOMER SUPPORT.**

USCC will provide Customer with customer support as set forth in Exhibit C.

**5. RATES AND CHARGES.**

(a) Customer shall pay for Service and Equipment at the rates set forth in this Agreement. Customer shall also pay applicable additional fees and charges as set forth in the State Contract. Customer acknowledges that if such additional fees and charges are set by law they may change. USCC will measure and bill voice Service usage in one-minute increments, and each partial minute of usage will be rounded up and billed as a full minute. USCC may bill Customer for calls that are not completed but ring longer than 59 seconds. For completed calls, Customer will be billed from the time Customer pushes the “send” button until the call is terminated.

(b) The business address (not the billing address if different) will be deemed to be the primary place of use of Service for all Equipment for the purposes of calculating certain taxes, surcharges and fees. Customer agrees to inform USCC of any changes to the business address. That business address must always be within USCC’s licensed markets.

(c) If Customer desires to purchase any Services and/or Equipment offered by USCC for which rates and charges are not set forth in this Agreement then upon request from Customer, USCC may provide to Customer a written offer setting forth the applicable rates and charges therefor. If Customer accepts the rates and charges, USCC shall provide the Services and/or Equipment and the provision of such shall be controlled by the terms of this Agreement.

**6. BILLING AND PAYMENT.**

(a) USCC shall bill Customer on a monthly basis for all amounts due hereunder. Billing for some calls made/received by Customer outside of Customer's Home Market may occur after the close of the regular billing cycle. Typically this occurs when Customer makes/receives calls late in the billing cycle outside of the Home Market such as when Customer is roaming on another carrier's network or is making/receiving calls on a USCC network other than the Home Market. When this occurs, the minutes used, and associated charges, will be applied against Customers monthly calling plan in the month that the usage appears on the bill rather than the month the calls actually occurred.

(b) USCC may charge a late fee of 18% per annum or the rate permitted by applicable State of Wisconsin law for any amount not paid when due. Except where prohibited by law, USCC may charge a processing fee of up to \$5.00 on any credit balance due upon termination of Service for any reason. Customer agrees that it may be charged a collection fee if the account is referred to a third party agency for collection. The collection fee will be assessed up to the maximum amount permitted by applicable 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.

**7. 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 Business Solutions Services may be interrupted or unavailable due to the failure of third party suppliers or the termination of one of more third party supplier relationships.

**8. 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 two years thereafter (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. The Initial Term and any subsequent Renewal Terms shall collectively be known as the “Term”.

**(b) Termination.** Either party (the “Non-defaulting 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 Non-defaulting Party notifies the Defaulting Party in writing of such breach. Additionally, USCC may terminate this Agreement at any time if it ceases to provide Service in Customer’s Home Market. Monthly recurring charges for Services shall be prorated to coincide with the termination date and depending on the type of Service and usage incurred during the month of termination, such a proration may result in Customer incurring overage charges.

**(c) Cost Difference Reimbursement.** USCC agrees not to charge early termination fees for the termination of Customer’s Service prior to the end date of the agreement (including any renewal), provided that Customer agrees to reimburse USCC for the Cost Difference on any subsidized or discounted equipment received during the six month period preceding termination (whether of the initial term or any renewal of this Agreement). Cost Difference means the difference between what Customer actually paid for the equipment and the full retail price of the equipment as defined in Exhibit B or Exhibit E or the manufacturer’s suggested retail price if the model and/or full retail price is not identified in Exhibit B or Exhibit E. This charge is a reimbursement and not a penalty.

**(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.

## **9. AUTHORIZED USERS.**

Customer may appoint one or more persons to manage Customer’s account (“**Authorized Users**”). These Authorized Users will be able to access and make changes to Customer’s account, including but not limited to; view

information about the account, add and/or terminate lines of Service, purchase equipment, extend and/or renew the contract term, make payments on the account, etc. Customer is responsible for any account changes made by the Authorized Users.

**10. 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.

**11. DISPUTE RESOLUTION.**

ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE RESOLVED WITH CUSTOMER AND USCC APPOINTING REPRESENTATIVES TO RESOLVE IN ACCORDANCE WITH THE PROCESS OUTLINED IN THE STATE CONTRACT, EXCEPT THAT CUSTOMER AND USCC ACKNOWLEDGE THE STATE WILL NOT BE A PARTY TO ANY DISPUTE .

**12. 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.

**13. 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.



**14. DISCLAIMER OF WARRANTIES.**

EXCEPT AS PROVIDED IN THE STATE CONTRACT (EXCLUDING THE REQUIREMENT THAT EQUIPMENT BE NEW), USCC MAKES NO WARRANTY REGARDING THE SERVICES, EQUIPMENT OR SOFTWARE 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 THE ACCURACY, TIMELINESS OR CONTINUED AVAILABILITY OF ANY 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 SERVICE PROVIDED BY ANY THIRD PARTY 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.

**15. ASSIGNMENT.**

Neither party shall have the right to assign or transfer its rights or obligations pursuant to this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign or transfer this Agreement to a successor as a result of a merger, consolidation, acquisition, reorganization or sale of all or substantially all of such party's assets without the prior consent of the other party. No such assignment or transfer shall have the effect of increasing the obligations of either party under this Agreement. The terms and

conditions of this Agreement will inure to the benefit of, and shall be binding upon, each party's successors and permitted assigns.

**16. ENTIRE AGREEMENT AND AMENDMENT.**

This Agreement and the pricing and plans from the State Contract constitute 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. In the event of a conflict or inconsistency between the terms of this Agreement and any other referenced agreement or terms and conditions, the terms of this Agreement shall govern and control. 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.

**17. 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.

**18. 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.

**19. 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:**  
Pam Koski  
2500 N. Lynndale Dr  
Appleton, WI 54914

**Customer:**  
Winnebago County  
122 Otter St.  
Oshkosh, WI 54901

**With a copy to:**

USCC Services, LLC  
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  
One 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.

**20. COMPLIANCE WITH LAW.**

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

**21. 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.

**22. 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.

**23. 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.

**24. CREDIT INFORMATION.**

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

**25. PRIVACY/ACCEPTABLE USE/COPYRIGHT**

USCC may collect, process and share personal information about Customer or Customer's account consistent with USCC's privacy policy, available at [www.uscellular.com](http://www.uscellular.com), without further specific notice to Customer. Customer can also view USCC's acceptable use and copyright policies at [www.uscellular.com](http://www.uscellular.com). Customer authorizes and consents to allow USCC and/or its third party collection agencies to contact Customer regarding Customer's account status. Such contact may be made by live persons or pre-recorded messages to any mailing address, telephone number, wireless telephone number, e-mail address or any other electronic address that Customer provides. Customer agrees that such contact may be made by an automatic telephone dialing system, automatic e-mailing system or any other automatic electronic messaging system.

\* \* \* \* \*

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

**USCC SERVICES, LLC**

**WINNEBAGO COUNTY**

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

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

Name: Pam Koski

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

Title: Business Account Sales Manager

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

Date \_\_\_\_\_

Date \_\_\_\_\_

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

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

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

Date \_\_\_\_\_

SIGNATURE PAGE  
TO  
BUSINESS CUSTOMER SERVICE AGREEMENT  
BY AND BETWEEN  
USCC SERVICES, LLC  
AND  
CITY OF NEENAH

## EXHIBIT A

### CURRENT COVERAGE MAP

**National Voice Coverage**



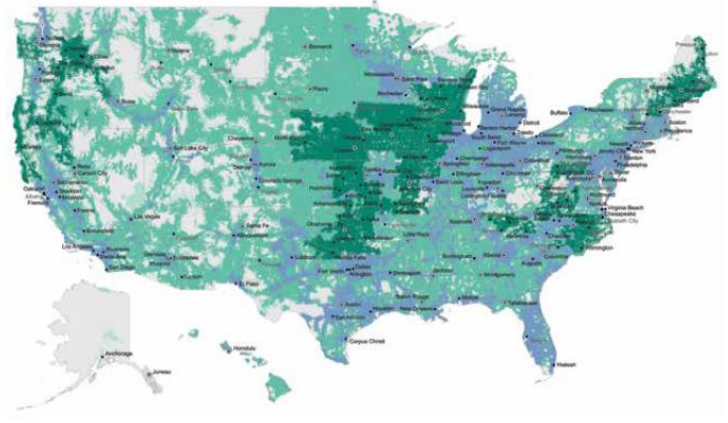
**National Voice Coverage**



Maps depict an approximation of coverage. Actual coverage may vary. For the most up-to-date coverage, visit us at [uscellular.com/maps](http://uscellular.com/maps). 4G LTE is not available in all areas. See [uscellular.com/4G](http://uscellular.com/4G) for complete coverage details. 4G LTE service may be provided through King Street Wireless, a partner of U.S. Cellular. LTE is a trademark of ETSI.

Terms and conditions apply. See Associate for details or visit [uscellular.com](http://uscellular.com).

**National Data Coverage**



**National Data Coverage**






\* Compatible device required

## U.S. Cellular® Market Coverage



Map depicts an approximation of coverage area. Actual coverage may vary.

-  U.S. Cellular® licensed markets
-  U.S. Cellular nonlicensed markets
-  No coverage

## **EXHIBIT C**

### **CUSTOMER SUPPORT**

We support our business customers with specialized teams that include some of our most experienced associates.

#### **Account Team Contact Information:**

USCC provides a **Business Account Sales Executive** to business and government accounts for personal and local sales/service representation. These representatives work closely with customers to understand their business needs and offer solutions specifically suited to those needs. The Business Account Sales Executive is also available to assist your account in facilitating phone/live training for new users, fulfilling orders, delivering or shipping equipment, answering questions regarding products and services and other ongoing support.

- Dan O'Day
- 920-427-2587
- Dan.ODay@uscellular.com

#### **Customer Service Contact Information:**

**Winnebago County** will also have access to a specialized Business-to-Business Customer Service and Billing Support Team.

Business Support Phone Number: **1-800-305-2501**

Business Support Email Address: [StateofWI@uscellular.com](mailto:StateofWI@uscellular.com)



## EXHIBIT D

### RATES

#### SOW/AU Plans

##### SOW PAYGO (0.04/min)

###### Optional Features:

- |                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• Text Messaging               <ul style="list-style-type: none"> <li>o Pay as you go option = \$0.10/text</li> <li>o 250 \$4.95</li> <li>o 750 \$9.95</li> <li>o Unlimited \$14.95</li> <li>o Unlimited Picture &amp; Text \$19.95</li> </ul> </li> </ul> | <ul style="list-style-type: none"> <li>• Data               <ul style="list-style-type: none"> <li>o 5gb \$24.95                   <ul style="list-style-type: none"> <li>▪ \$9/gb overage</li> </ul> </li> <li>o Unlimited \$26.95                   <ul style="list-style-type: none"> <li>▪ No overage, does slow down at 22gb though</li> </ul> </li> </ul> </li> </ul> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

##### SOW Smartphone


###### Two Options:

- |                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• 3gb Plan - \$38/mo.               <ul style="list-style-type: none"> <li>o Unlimited Voice</li> <li>o Unlimited Text</li> <li>o Unlimited Picture Messaging</li> <li>o 3gb Data                   <ul style="list-style-type: none"> <li>▪ Will get notification</li> <li>▪ \$9/gb of overage</li> </ul> </li> </ul> </li> </ul> | <ul style="list-style-type: none"> <li>• Unlimited Plan - \$42/mo.               <ul style="list-style-type: none"> <li>o Unlimited Voice</li> <li>o Unlimited Text and Picture Msg</li> <li>o 22gb of high speed data                   <ul style="list-style-type: none"> <li>▪ No overages</li> <li>▪ Data speed gets throttled to prevent overages</li> </ul> </li> </ul> </li> </ul> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

##### SOW Data Only

###### Three Options:

- |                                                                                                                                                                                           |                                                                                                                                                                                              |                                                                                                                                                                                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• 2gb Plan - \$22/mo.               <ul style="list-style-type: none"> <li>o \$9/gb of overage</li> <li>o Will get notified</li> </ul> </li> </ul> | <ul style="list-style-type: none"> <li>• 5gb Plan - \$29.95/mo.               <ul style="list-style-type: none"> <li>o \$9/gb of overage</li> <li>o Will get notified</li> </ul> </li> </ul> | <ul style="list-style-type: none"> <li>• Unlimited Plan - \$39/mo.               <ul style="list-style-type: none"> <li>o 22gb high speed</li> <li>o No overage</li> </ul> </li> </ul> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

State of WI Current Lineup as of 4/4/18			
			
<b>LG Envoy III UN170 (camera)</b> <b>Vendor Provided &amp; Maintained Phone for Voice Only Service.</b>	<b>LG Wine LTE</b>	<b>Kyocera Dura XA</b>	<b>Pantech Verse</b>
<a href="http://www.lg.com/us/cell-phones/lg-UN171-envoy-iii">http://www.lg.com/us/cell-phones/lg-UN171-envoy-iii</a>			<a href="https://www.uscellular.com/us-cellular/cell-phones/showPhoneDetails.jsp?productId=prod1750145">https://www.uscellular.com/us-cellular/cell-phones/showPhoneDetails.jsp?productId=prod1750145</a>
UN170 - 176615	204977 - Silver	179389	143269
<b>\$80.16 w/camera</b>	<b>\$228.00</b>	<b>\$249.99</b>	<b>\$199.00</b>
<b>FREE</b>	<b>\$74.00</b>	<b>\$74.00</b>	<b>FREE</b>

				
<b>Samsung Galaxy J3 (2017)</b>	<b>Samsung Galaxy J7</b>	<b>Samsung Galaxy S8 64GB</b>	<b>Samsung Galaxy S9</b>	<b>Samsung Galaxy S9+</b>
		<a href="http://www.samsung.com/us/explore/galaxy-s8/?cid=ppc-Generic">http://www.samsung.com/us/explore/galaxy-s8/?cid=ppc-Generic</a>	<a href="http://www.samsung.com/global/galaxy/galaxy-s9/">http://www.samsung.com/global/galaxy/galaxy-s9/</a>	<a href="http://www.samsung.com/global/galaxy/galaxy-s9/">http://www.samsung.com/global/galaxy/galaxy-s9/</a>
200261	200215	200732 - Midnight Black 200733 - Orchid Gray 200734 - Arctic Silver	207526 - Midnight Black 207558 - Coral Blue 207557 - Lilac Purple	207534 - Midnight Black 207536 - Coral Blue 207535 - Lilac Purple
<b>\$180.00</b>	<b>\$270.00</b>	<b>\$633.00</b>	<b>\$759.00</b>	<b>\$919.50</b>
<b>\$0.01</b>	<b>\$24.00</b>	<b>\$99.00</b>	<b>\$374.00</b>	<b>\$474.00</b>

				
<b>Samsung Galaxy S9+</b>	<b>Samsung Note 8</b>	<b>LG G6</b>	<b>LG G6+</b>	<b>LG K8 2017</b>
<a href="http://www.samsung.com/global/galaxy/galaxy-s9/">http://www.samsung.com/global/galaxy/galaxy-s9/</a>	<a href="http://www.samsung.com/us/business/products/mobile-phones/galaxy-note8-for-enterprise/?cid=ppc-&amp;attributioncampaignid=70136000000pLxQ">http://www.samsung.com/us/business/products/mobile-phones/galaxy-note8-for-enterprise/?cid=ppc-&amp;attributioncampaignid=70136000000pLxQ</a>	<a href="http://www.lg.com/us/mobile-phones/g6?&amp;cmpid=sem_(MU)_NPI-GGL-Srch-Brand-Device-G6-Phone-Only-EXT_lg-g6&amp;gclid=CLKkwJia7dICFQHRDQodLJALpw&amp;gclid=ds">http://www.lg.com/us/mobile-phones/g6?&amp;cmpid=sem_(MU)_NPI-GGL-Srch-Brand-Device-G6-Phone-Only-EXT_lg-g6&amp;gclid=CLKkwJia7dICFQHRDQodLJALpw&amp;gclid=ds</a>	<a href="http://www.lg.com/hk_en/mobile-phone/lg-H870DSU-Gold-128GB">http://www.lg.com/hk_en/mobile-phone/lg-H870DSU-Gold-128GB</a>	<a href="http://www.lg.com/us/cell-phones/lg-US215-k8-2017">http://www.lg.com/us/cell-phones/lg-US215-k8-2017</a>
207534 - Midnight Black 207536 - Coral Blue 207535 - Lilac Purple	203954 - Black 204037 - Orchid Gray	200340 - Platinum 200341 - Black	205771 - Black	199580 - Black
<b>\$919.50</b>	<b>\$963.00</b>	<b>\$597.60</b>	<b>\$688.50</b>	<b>\$150.00</b>
<b>\$474.00</b>	<b>\$324.00</b>	<b>\$174.99</b>	<b>\$224.99</b>	<b>\$0.01</b>

				
<b>LG K8+ 2018</b>	<b>LG X Venture</b>	<b>LG V30</b>	<b>Moto E4</b>	<b>Moto E4 Plus</b>
		<a href="http://www.lg.com/us/mobile-phones/v30">http://www.lg.com/us/mobile-phones/v30</a>		<a href="https://www.motorola.com/us/products/moto-e-plus-gen-4">https://www.motorola.com/us/products/moto-e-plus-gen-4</a>
207166 - Black	202375 - Black	204387 - Black	202719 - Black	203204
<b>\$150.00</b>	<b>\$360.00</b>	<b>\$849.60</b>	<b>\$150.00</b>	<b>\$210.00</b>
<b>\$24.00</b>	<b>\$24.00</b>	<b>\$274.99</b>	<b>\$0.01</b>	<b>\$24.00</b>
				
<b>Apple iPhone SE 32 GB</b>	<b>Apple iPhone SE 128 GB</b>	<b>Apple iPhone 7 32 GB</b>	<b>Apple iPhone 7 128 GB</b>	
<a href="http://www.apple.com/iphone-id=wwa-us-iphone&amp;cp=iphe">http://www.apple.com/iphone-id=wwa-us-iphone&amp;cp=iphe</a>		<a href="http://w/specs/">http://w/specs/</a>		
201978 - Space Gray 201979 - Silver 201980 - Gold 201981 - Rose Gold	202008 - Silver 202009 - Gold 202010 - Rose Gold	197923 - Rose Gold 197892 - Silver 197962 - Gold 197979 - Black	197924 - Rose Gold 197893 - Silver 197963 - Gold 197980 - Black 197940 - Jet Black	
<b>\$399.00</b>	<b>\$499.00</b>	<b>\$649.00</b>	<b>\$749.00</b>	
<b>\$0.01</b>	<b>\$0.01</b>	<b>\$74.00</b>	<b>\$174.00</b>	

				
Apple iPhone 7+ 32 GB	Apple iPhone 7+ 128 GB	Apple iPhone 7+ 256 GB	Apple iPhone 8 64 GB	Apple iPhone 8 256 GB
<a href="http://w/specs/">http://w/specs/</a>			<a href="https://www.apple.com/8/">https://www.apple.com/8/</a>	
197987 - Rose Gold 198007 - Silver 197998 - Gold 197974 - Black	197988 - Rose Gold 198008 - Silver 197999 - Gold 197976 - Black 198020 - Jet Black	197989 - Rose Gold 198009 - Silver 197942 - Jet Black	205586 - Space Gray 205585 - Silver 205729 - Gold	205733 - Space Gray 205731 - Silver 205727 - Gold
\$769.00	\$869.00	\$969.00	\$699.00	\$849.00
\$194.00	\$294.00	\$371.00	\$224.00	\$374.00
				
Apple iPhone 8+ 64 GB	Apple iPhone 8+ 256 GB	Apple iPhone X 64GB	Apple iPhone X 256GB	
<a href="https://www.apple.com/8/">https://www.apple.com/8/</a>			<a href="https://www.apple.com/iphone-x/">https://www.apple.com/iphone-x/</a>	
205730 - Space Gray 205728 - Silver 205732 - Gold	205701 - Space Gray 205734 - Silver 205702 - Gold	205779 - Space Gray 205780 - Silver	205781 - Space Gray 205782 - Silver	
\$798.00	\$948.00	\$999.00	\$1,149.00	
\$324.00	\$474.00	\$524.00	\$674.00	

**EXHIBIT E****EQUIPMENT**

Subsidized Equipment Charges		
Description	Equipment Retail Price	Price with 2yr. Service Agreement
LG Envoy 3 w/Camera	\$ 80.16	\$0.01
Apple iPhone SE 32 GB	\$399.99	\$0.01
Samsung J7 2017	\$270.00	\$24.99
Samsung Galaxy S8	\$672.90	\$99.99

Accessories	
Description	Discount Price
25% off \$99.99 & Less with 10% for \$100 or More	25% or 10%