



Proposal and Cellular Service Agreement prepared for

Winnebago County

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CONFIDENTIAL

Offer Expires July 31, 2016



Hello.

On the following pages you'll find details of a customized wireless plan that we're recommending for your business.

As you review everything, please keep in mind a few things about U.S. Cellular®:

Our plans are flexible.

As you've discovered, with U.S. Cellular there's a wide range of options when it comes to designing a wireless plan that's right for your business. If there's anything in here that you need to change or have questions about, please let us know.

Also -- we know that in business, as in life, things change. And so you'll enjoy flexibility to make changes to your plan even after you're a customer.

We're easy to work with.

We take great pains to make sure doing business with us is as easy as possible. Our plans are easy to understand. The billing is easy to follow. And our customer service and support is there at the touch of a button.

We're competitive.

We're not afraid to go head-to-head with the big carriers. Our pricing, our special bonuses, our service and national coverage – it all adds up. You are not going to find a better, more valuable plan.

We're here for you today...and tomorrow.

As a business customer, you and every member of your team have access to a special, dedicated team of customer service and support experts.

Finally, from all of us at U.S. Cellular -- thanks again for this opportunity to earn your business.



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Agreement Overview

USCC Services, LLC ("U.S. Cellular") is proud to offer this Cellular Service Agreement ("Agreement") to Winnebago County with its principal place of business at 112 Otter Street, Oshkosh, Wisconsin.

Executive Summary

Winnebago County Business Objectives

Wireless communication is essential to the overall productivity of Winnebago County. During our meeting, we identified the following as crucial to your business's future success:

- State of Wisconsin 1 year Extension
- New Handsets/Equipment

The U.S. Cellular® Solution

- Included new State approved extension
- Go through new equipment pricing



The Company

U.S. Cellular is a leader in the wireless industry. We can offer Winnebago County national coverage that we're continually expanding and improving. We support businesses with a choice of cost-effective rate plans, the hottest devices, innovative services and unmatched customer service.

Quick facts:

- **Founded:** 1983
- **Headquarters:** Chicago, Illinois
- **Customers:** 4.8 Million
- **Revenue (2015):** \$3.99 Billion
- **Associates:** 6,400
- **Network:** Fourth Generation (4G) Long Term Evolution (LTE) network, Code Division Multiple Access (CDMA)

Customer Care Centers:

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

Investment in Local Communities

At U.S. Cellular, we believe our customers should be treated like neighbors and not numbers. That's why we strive to build a personal connection with our communities that extends beyond our business by supporting a cause that strengthens every neighborhood: education.

Annually we invest \$1 million in local elementary and secondary schools to provide a better learning experience for students and teachers. This commitment to supporting K-12 education is one way we are working to create a more rewarding wireless experience for our customers.

And our work doesn't stop there. As a company, we partner with local non-profits by matching personal donations made by our associates, providing in-kind gifts as well as supporting associate volunteerism and senior leaders on board of directors. To learn more please visit www.uscellular.com/about/community-outreach



Technology and Network

CDMA

U.S. Cellular® has chosen CDMA (Code Division Multiple Access) 1XRTT and EV-DO Rev. A as the primary technology for delivering outstanding voice and data service (technology varies by market). It is one of the most secure technologies available for wireless communication in the world today.

4G LTE™

Fourth Generation Long Term Evolution (LTE) is the latest advancement in wireless technology that significantly increases the speed and capacity of mobile networks. With a 4G LTE capable device, you can access the 4G LTE network to send and receive pictures, download music, watch videos and browse the internet at speeds up to 10 times faster than 3G.

The 4G LTE network is now available in select cities in Wisconsin, Oklahoma, Iowa, Missouri, Illinois, Texas, Washington, Oregon, Tennessee, Virginia, West Virginia, North Carolina, Maine, New Hampshire, and Vermont.



Customer Benefits Overview

Switch to U.S. Cellular® and start receiving unique benefits, including:

Plans to Fit Your Needs

Choose the national voice, messaging and Data Plan that's just right for you. All U.S. Cellular plans are backed by our reliable high-speed nationwide coverage.

Earlier Phone Upgrades

Upgrade your phone at promotional prices every 22 months.

Overage Cap

Never pay more than a fixed amount in overage charges if you exceed your monthly allotment.



More Customer Benefits and Features

Overage Protection

Helping businesses like yours get the most for your money is one of our priorities. U.S. Cellular® offers Overage Protection: you automatically receive a text alert whenever you approach your monthly limit for voice minutes and/or texts. Overage Protection is available free of charge to nearly all our customers.

Nationwide Long Distance at No Extra Charge

No long distance charges when calling anyone nationwide, including calls to Puerto Rico.

Free Incoming Calls, Texts, Pix and Video Messages

Nearly half the time you spend on your phone is free.

Call Forwarding

Transfer incoming calls to any other phone number when you're not with your wireless phone.

Call Waiting

Stay connected with one call while answering another.

Caller ID

Let's you know who's calling before you answer.

Three-Way Conference Calling

Add a third party to your current call.



Voice Mail

Our voice mail service answers calls when you can't.

International Dialing

Enjoy direct access to over 200 countries. Consult a U.S. Cellular® representative or visit uscellular.com/countrycodes for country rates and availability.

International Text Messaging

Text over 100 countries from your wireless phone. There is no extra fee for the text messages you send and incoming messages are still free. Consult a U.S. Cellular representative for country availability.

Directory Assistance

Call 411 from your wireless phone to get the phone numbers of the people and businesses you need. You can also get additional information like movie times and locations, restaurant listings and more. In addition to the Directory Assistance charge, airtime and toll charges may apply.

WPS (Wireless Priority Service)

Wireless Priority Service (WPS) provides approved organizations and emergency agencies the ability to place wireless calls when there is heavy network traffic due to a high level of activity at one time. National Security and Emergency Preparedness calls will be queued and given priority treatment to establish continuity of operations and government. Data services are not part of WPS. Customers will have to initiate a request by going to the DHS site at - <https://www.dhs.gov/wireless-priority-service-wps>

International Roaming - available in over 180 countries using select U.S. Cellular devices with your same phone number. Consult a U.S. Cellular representative for country availability, rates and device selection.

Discover the Difference

As always, you can put our network and customer service to the test risk-free for 15 days.



Local Service and Support Structure

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

Dedicated Local BAM:

U.S. Cellular will provide a local Business Account Manager 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.

- Jill Foth
- 920~418~5455
- Jill.foth@uscellular.com

Business-to-Business Billing Support:

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

Business Support: [1-800-819-9373](tel:1-800-819-9373)

Roamer Support Center:

U.S. Cellular's Roamer Support Center can assist customers when they are roaming and encountering problems placing or receiving calls.

Roamer Support Center: [1-800-819-9373](tel:1-800-819-9373)



Voice and Data Rate Details

Tax Rates

Federal Universal Service Fund per CTN \$ 0.50
Wisconsin Police & Fire Fee \$ 0.75 1st 10 CTNs
Wisconsin Police & Fire Fee \$ 0.075 for CTNs 11 and greater

State Voice Plan - Local/National

Monthly Recurring Charge \$0.00
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
Unlimited Mobile to Mobile \$ 10.00
Unlimited CALL ME Minutes \$ 10.00

Alternate Rate Plan Discount (Does not include Belief Plans)

Percentage discount from Published Monthly Access Charge 25%
This discount excludes data products and services such as modems, tablets, and other data vertical features such as BlackBerry®, Android, and Windows Mobile®

Smartphone Data Plan

Cost Per Line Per Month for Access (5GB) \$ 24.95
Overage charge per MB \$ 0.10
Includes Full BES, Android, and Windows Mobile®

Cost Per Line Per Month for Access (2GB) \$ 25.00
Overage charge \$10/GB
Tethering (smartphone feature only) \$ 25.00 \$.49/MB

Wireless Modem/Hotspot/Tablet Data Plan

Cost Per Line Per Month for Access (5GB) \$ 40.00
Overage charge \$10/GB

Cost Per Line Per Month for Access (2GB) \$ 22.00
Overage charge \$10/GB

Text Packages

Pay As You Go Text Messaging \$ 0.10 Unlimited Incoming for Free
Text Messaging 250 \$ 4.95 250 outgoing messages included \$0.10 per message over package allotment.

Unlimited Incoming for Free
Text Messaging 750 \$ 9.95 \$ 0.10 750 outgoing messages included \$0.10 per message over package allotment.

Unlimited Incoming for Free
Unlimited Text Messaging \$ 14.95 Unlimited Messaging
Unlimited Family Text Messaging \$ 19.95 Unlimited Messaging
Unlimited TXT/PIX-VID Messaging \$ 19.95 Unlimited Messaging



Equipment/Handset Pricing

Winnebago County 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.**

These handsets include a wall charger and earbuds.
U.S. Cellular reserves the right to substitute comparable models based on manufacturer's availability.

Accessories shall be discounted 25% off of listed retail price.

**Lines of service on which the phone handset was purchased at least 22 months previously are eligible for upgrade at the discounted prices listed above.



iOS 8 delivers a simpler, faster, and more intuitive user experience with new Photos and Messages features, predictive typing with Apple's QuickType keyboard, and Family Sharing.



- The Android Operating System is fast, intuitive, and has a familiar feel due to the integration of popular Google services.
- Android is fully customizable so the customer can choose the look, feel and sounds they want
- Play Store provides access to thousands of applications
- Android provides a desktop-like browsing experience
- Android allows our customers to stay connected, informed and productive.

Wireless Broadband Service

Your mobile workforce will have a significant productivity advantage while using one of U.S. Cellular®'s wireless modems. On-the-go team members will have access to Internet-based resources, corporate applications such as customer account information, e-mail, calendars, mapping systems, online services and more. Setup is simple and U.S. Cellular® provides exceptional service and support. No learning curve and no wires means your team is up and running more efficiently right away.



The UML397 4G LTE™ Wireless Modem gives you a lightning fast wireless Internet connection on the 4G LTE network. This plug-and-play modem makes it simple and easy for you to connect and access the web on your laptop at 4G LTE speeds like never before. It connects via its swivel Type A USB port. It provides NDIS support for Microsoft® Windows® XP, Vista, Windows® 7 and Mac OS X 10.5 or higher. Its built-in data plan monitor helps you check your data usage. Additionally, it includes a Virtual Private Network (VPN) wizard for Microsoft, Nortel, SonicWall, Cisco and other VPN clients. No matter where you are, you'll be able to conveniently access your company's network, email and applications. The UML397 4G LTE Wireless Modem packs a powerful punch, making it ideal for staying connected on-the-go.

ZTE Unite™ III Mobile Hotspot



The slender and compact ZTE Unite™ III delivers lightning-fast 4G LTE™ speeds into a pocket-sized frame. The Unite III supports simultaneous connections for up to 15 Wi-Fi Enabled devices and will always keep you connected when you need it most. The vivid 2.4" touch color screen is easy to navigate, and makes connecting a breeze.



Partner Employee Discount Program

Discounted Service for Your Associates

Winnebago County's 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 Winnebago County will be able to take advantage of this discount and great customer service for which U.S. Cellular is known.

Gaining access to the discount is easy. Associates simply visit uscellular.com/partner. Upon entering their name and corporate e-mail address, they will receive an e-mail with their eligible discount. They will then be prompted to continue with the process to have their discount eligibility verified. If all eligibility requirements are met, the discount will be applied within the next two bill cycles.

Requirements:

- Customer Name 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 disqualify employees from eligibility to the PEDP.)
- Discount will only be applied to the voice plan portion of non-Shared Data Plans and only the data portion of Shared Data Plans. (On Legacy 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 \$99.95 or greater.
- Shared Data Plans require a minimum Data Plan of 4GB.
- 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 execution of this Agreement. All lines will have coterminous end dates. If Winnebago County should cancel its service before the expiration of this Agreement, or should elect not to renew its service with U.S. Cellular upon expiration of the Agreement, any lines that received equipment discounts within the previous six months of service will be charged the Cost Difference for each piece of equipment. The Cost Difference is defined as the difference between what Winnebago County actually paid for the equipment and the full retail price of the equipment as defined in the Equipment Pricing Section above, **or by manufacturer's suggested retail price if the model and/or full retail price is not identified in the Equipment Pricing Section.** This charge is a reimbursement and shall not be considered a penalty of any kind. This Agreement covers any lines of service added under this Agreement. The Terms and Conditions of Agreement, attached hereto and made a part of this Agreement as Exhibit A, shall control the provision of Service to the Customer.

- Winnebago County **Corporate Activation Fees are Waived**
- **Early termination fees are waived**
- **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.

USCC Services, LLC

WINNEBAGO COUNTY

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 USCC Services, LLC 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 applicable 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." U.S. Cellular may terminate or suspend your Service at any time with 30 days notice if you fail to perform any other obligations set forth in this Agreement. Additionally, U.S. Cellular may terminate this Agreement at any time without notice if we cease to provide Service in your Home Market. Upon termination for any reason, you are responsible for the payment of all charges.

Use of Service

At least 50% of your monthly voice usage for each device on your account must be used in U.S. Cellular's licensed markets. No more than 200 MB of your data usage in any month for each device on your account may be used in U.S. Cellular's non-licensed markets. The customer address, or business address for business accounts (not the billing address if different), will be deemed to be the primary place of use of Service for all devices on this account for purposes of calculating certain taxes, surcharges and fees. You agree to inform us of any changes in your customer address, or business address for business accounts, which must always be within U.S. Cellular's 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). We may periodically, without notice, remotely change or update your wireless devices software, applications or programming. This process may affect or erase any data you have stored on the device or any personalized settings.

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 offered by U.S. Cellular or third parties for which we bill (such as ringtones, graphics, games, premium messaging services 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% 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. We may charge a processing fee of up to \$5.00 on any credit balance due upon termination of Service 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).

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 12 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 from us or third parties for which we bill. "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 add or remove a block on your account for third party services such as premium messaging services at no additional charge by contacting Customer Service. 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 (OR AS OTHERWISE PROVIDED BY CA LAW FOR CA CUSTOMERS) 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 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

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 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.

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 AAA 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 AAA 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.