

Contract Cover Sheet

Note: Shaded areas are for County Executive review.

Department Administration	Contract/Addendum #: 13012																				
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Contract</th> <th style="width: 50%;">Addendum</th> </tr> <tr> <td colspan="2" style="text-align: center; font-size: small;">If Addendum, please include original contract number</td> </tr> <tr> <td><input checked="" type="checkbox"/> POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Grant</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lease</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lessor</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Other</td> <td><input type="checkbox"/></td> </tr> </table>	Contract	Addendum	If Addendum, please include original contract number		<input checked="" type="checkbox"/> POS	<input type="checkbox"/>	<input type="checkbox"/> Grant	<input type="checkbox"/>	<input type="checkbox"/> Co Lease	<input type="checkbox"/>	<input type="checkbox"/> Co Lessor	<input type="checkbox"/>	<input type="checkbox"/> Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/> Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/> Property Sale	<input type="checkbox"/>	<input type="checkbox"/> Other	<input type="checkbox"/>
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2. This contract is discretionary <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
3. Term of Contract or Addendum: 4/15/2017-4/14/2019																					
4. Amount of Contract or Addendum: approx \$200,000																					
5. Purpose: to provide cellular service for Dane County																					
6. Vendor or Funding Source: US Cellular																					
7. MUNIS Vendor Code: 8255																					
8. Bid/RFP Number: State of WI contract																					
9. If grant: Funds Positions? <input type="checkbox"/> Yes <input type="checkbox"/> No Will require on-going or matching funds? <input type="checkbox"/> Yes <input type="checkbox"/> No																					
10. Are funds included in the budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
11. Account No. & Amount, Org & Obj. <small>various</small> Amount \$ _____ Account No. & Amount, Org & Obj. _____ Amount \$ _____ Account No. & Amount, Org & Obj. _____ Amount \$ _____																					
12. If this contract awards funds, a purchase requisition is necessary. Enter requisition # & year _____																					
13. Is a resolution needed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption _____																					
14. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																					
15. Director's Approval:																					

Contract Review/Approvals				Vendor
Initials	Ftnt	Date In	Date Out	Vendor Name
<u>Cac</u> Received	_____	<u>3/7/17</u>	<u>3/7/17</u>	US Cellular
<u>aw</u> Controller	_____	_____	<u>3/8/17</u>	Contact Person
<u>aw</u> Corporation Counsel	_____	<u>3-9-17</u>	<u>3-9-17</u>	Danielle Steen
<u>aw</u> Risk Management	_____	<u>3/9/17</u>	<u>3/9/17</u>	Phone No.
<u>Cac</u> Purchasing	_____	<u>3/7/17</u>	<u>3/7/17</u>	608.333.9200
_____ County Executive	_____	_____	_____	E-mail Address
				Danielle.Steen@uscellular.com

Footnotes:

- 1.
- 2.

Return to: Name/Title: Carolyn Clow Phone: 266-4966 E-mail Address: clow.carolyn@countyofdane.com	Dept.: Administration, Purchasing Mail Address: CCB, Room 425
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Certification

The attached contract: [check as many as apply]

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- is a non-standard contract which has been reviewed or developed by corporation counsel and which has not been changed since that review/development
- is a non-standard contract previously review or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 3/9/17 Signed: [Signature]
 Telephone Number 6-4819 Print Name: Carlos Pabellin

Major Contracts Review (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

Executive Summary (attach additional pages, if needed).

1. **Department Head** Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: 3/9/17 Signature: [Signature]

2. **Director of Administration** Contract is in the best interest of the County.
Comments:

Date: 3/9/17 Signature: [Signature]

3. **Corporation Counsel** Contract is in the best interest of the County.
Comments:

Date: 3/9/17 Signature: [Signature]

¹ A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

BUSINESS CUSTOMER SERVICE AGREEMENT

THIS BUSINESS CUSTOMER SERVICE AGREEMENT (this "Agreement"), dated April 15th, 2017 (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 Dane County on behalf of its employees and permitted subsidiaries and affiliates ("Customer").

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 ("Home Market").
- (c) "Service(s)" means each and every wireless service (including, without limitation, telecommunication, voice, and data 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. 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. 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 piece of Equipment must be used in USCC's licensed markets. No more than 400 MB of Customer's data usage in any month on each piece of Equipment 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) **Machine to Machine ("M2M") Services.** M2M shall refer to Services where data is transmitted over USCC's network between devices (including wireless devices, modems, computer servers, or other machines) with limited to no manual administration, supervision, or intervention. If Customer utilizes M2M Services, the requirements for use of such Services including rates, equipment, and other terms and conditions, shall be set forth in Exhibit B attached hereto and made a part hereof, and M2M Services shall also be governed by this Agreement along with any applicable third party terms and conditions. M2M Services may require 3rd party Equipment, 3rd party services such as software-as-a-service ("SAAS"), and/or the acceptance of third party end-user license agreements by Customer. 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 3rd party Equipment or services that are approved by USCC for use on its network. M2M lines are data only lines for use with M2M equipment approved by USCC only. USCC may prohibit standard wireless devices and equipment from being activated on M2M lines.

(f) **Wireless Priority Service.** USCC is under contract with Computer Sciences Corporation ("CSC"), 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 CSC 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) **BlackBerry® Services.** If Customer utilizes BlackBerry Service and Equipment, that use shall be governed by this Agreement and the applicable Blackberry License(s). For purposes of this Agreement, "Blackberry License(s)" means the then current standard software license(s), in whatever form or medium provided by BlackBerry Limited. The current BlackBerry License(s) can be found at www.blackberry.com/legal.

(h) Additional individual Services offered by USCC are subject to specific terms and conditions. Those terms and conditions are included in the specific

brochure or material for that specific Service and are incorporated herein and made a part of this Agreement.

3. CUSTOMER SUPPORT.

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

4. RATES AND CHARGES.

(a) Customer shall pay for Service at the rates set forth in Exhibit B or Exhibit D as the case may be. Customer shall also pay applicable additional fees and charges including, without limitation, regulatory cost recovery charges (e.g., Universal Service Fund, Enhanced 911, and Wireless Number Portability), surcharges, and taxes. Customer acknowledges that such additional fees and charges are subject to change without prior notice. 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 offered by USCC for which rates are not set forth in Exhibit B or Exhibit D, then upon request from Customer, USCC may provide to Customer a written offer setting forth the applicable rates and charges therefor. If Customer accepts such offered rates and charges, USCC shall provide such services which shall thereafter be deemed to be part of the Service.

5. EQUIPMENT.

(a) USCC will sell Equipment to Customer at the prices set forth in Exhibit B or Exhibit E, if any, as the case may be, for each new line of Service activated by Customer and each Eligible Upgrade. An “Eligible Upgrade” means Customer’s first upgrade of wireless handset Equipment for a line of Service after completing 24 months of Service on such line. Except for Eligible Upgrades and new activations, all other purchases or upgrades of wireless handset Equipment shall be at full retail price.

(b) Certain Equipment may be purchased utilizing installment plan pricing. Equipment eligible for installment plan pricing and the applicable pricing is set forth in Exhibit E. Customer will be required to execute a separate Retail Installment Contract for Equipment purchases made with installment plan pricing.

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

(d) For M2M, Customer may only utilize Equipment sold by or otherwise provided by USCC, or in the case of Equipment that is obtained directly from a 3rd 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.

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 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 the BlackBerry portion of the Service or M2M 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.

(b) Termination. Either party (the "Nondefaulting Party") may terminate this Agreement if the other party (the "Defaulting Party"): (i) is or becomes insolvent; (ii) makes an assignment for the benefit of creditors, or a receiver is appointed to take charge of all or any part of the Defaulting Party's assets or business; (iii) is the subject of a bankruptcy, whether voluntary or involuntary; or (iv) materially breaches any of its obligations under this Agreement, and such breach is not cured within ten days after the Nondefaulting Party notifies the Defaulting Party in writing of such breach. USCC may immediately terminate the BlackBerry portion of the Service (A) if USCC is prevented from providing such portion of the Service by any law, regulation, requirement or ruling issued in any form whatsoever by judicial or other government authority, (B) upon termination of any third party relationship that affects such portion of the Service including, without limitation, termination of USCC's relationship with BlackBerry, or (C) if Customer fails to comply with any applicable BlackBerry License. Additionally, USCC may terminate this Agreement at any time if we cease to provide Service in your Home Market. Customer may terminate service upon written notice to USCC (effective immediately unless a different Termination Date is indicated) and payment of any applicable Early Termination Fees as set forth herein. Customer's request to port any number will be considered notice to USCC to terminate Service immediately and Customer will be liable for all amounts due including any Early Termination Fees. Monthly recurring Services and applicable charges for those monthly recurring Services shall be prorated to coincide with the termination date and 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. If this Agreement is terminated for any reason during the Initial Term other than for a breach by USCC continuing beyond any applicable cure period or due to USCC ceasing to provide Service in your Home Market, you may be assessed an early termination fee ("ETF").

(c) Early Termination Fees. If this Agreement or any line of Service is terminated during the Initial Term for any reason other than USCC's material breach of this Agreement or for reasons set forth in Section 8(b)(A) or Section 8(b)(B) above, Customer will be subject to a prorated early termination fee ("ETF") of \$150.00 per terminated line of Service for feature phones, modems, hotspot devices and a \$350.00 ETF per terminated line of Service for smartphones, tablets, and M2M lines utilizing Equipment purchased from USCC at a subsidized price. Regardless of the start and end date of the Initial Term or any Renewal Term of this Agreement, any ETF will be prorated over twenty-four months from the date of initial activation of the Equipment on the terminated line of Service in accordance with the following: an ETF of \$350.00 for a 24 month Initial Term will be reduced by \$8.33 for each of months 1 - 23, \$8.41 for month 23, and further reduced to \$0 after the last day of month 24 (\$150.00 remaining ETF applies during month 24); an ETF of \$150.00 for a 24 month Initial Term will be reduced by \$3.13 for each of months 1 - 23 and further reduced to \$0 at

the conclusion of month 24 (\$75.00 remaining ETF applies during month 24); and ETF's of any different amount or for a different Initial Term length will be specifically set forth in pricing Exhibit E. Notwithstanding the aforementioned, ETF's shall only apply to lines of Service in which the Customer has purchased subsidized Equipment. ETF's shall not apply to any line on Service in which the Equipment was purchased pursuant to a Retail Installment Contract. Exhibit B may state additional requirements for termination of M2M lines.

(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.

(e) Changes to Relationship. If USCC makes material changes to this Agreement that Customer does not agree with, Customer may cancel this Agreement without incurring an Early Termination Fee by notifying USCC within 30 days after notice to Customer of the change. "Material change" shall be only those changes that result in an increase to the rates USCC charges for Services under this Agreement. Changes to charges permitted to be collected by any governmental authority or which pass through the expense of taxes imposed on the Service or which relate to other Services for which Customer is 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 Customer uses the Service after the 30 day period it is bound by any material changes.

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. 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”). 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 USCC AND CUSTOMER 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. THIS PROVISION REQUIRING INDIVIDUAL TREATMENT OF ALL CLAIMS IS NOT SEVERABLE AND SHOULD THIS PROVISION BE DEEMED UNENFORCEABLE AT ANY TIME BY ANY ARBITRATOR OR BY ANY COURT OF COMPETENT JURISDICTION, THIS ARBITRATION CLAUSE SHALL BE NULL AND VOID IN ITS ENTIRETY. THIS ARBITRATION PROVISION SURVIVES THE TERMINATION OF THIS 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.

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.**

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.

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 is the entire agreement between Customer and USCC. This Agreement supersedes any inconsistent or additional promises made to Customer by any employee or agent of USCC, including but not limited to any customer

service agreement between USCC and any affiliate or subsidiary of Customer. 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:
Attn: Tom Sisk
5117 W. Terrace Dr.
Madison, WI 53718

Customer:
Attn: Joseph Parisi
210 Martin Jr. Blvd. Rm 421
Madison, WI 53703

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

U.S. Cellular may collect, process and share personal information about Customer or Customer's account consistent with U.S. Cellular's privacy policy, available at www.uscellular.com, without further specific notice to Customer. Customer can also view U.S. Cellular's acceptable use and copyright policies at www.uscellular.com. Customer authorizes and consents to allow U.S. Cellular 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

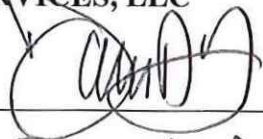
number, e-mail address or any other electronic address that Customer provides. Customer agrees that such contact may be made by an automatic telephone dialing system, automatic e-mailing system or any other automatic electronic messaging system.

* * * * *

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

USCC SERVICES, LLC

Dane County

By: 

By: _____

Name: DANA D DORCAS

Name: _____

Title: DIRECTOR OF BUSINESS

Title: _____

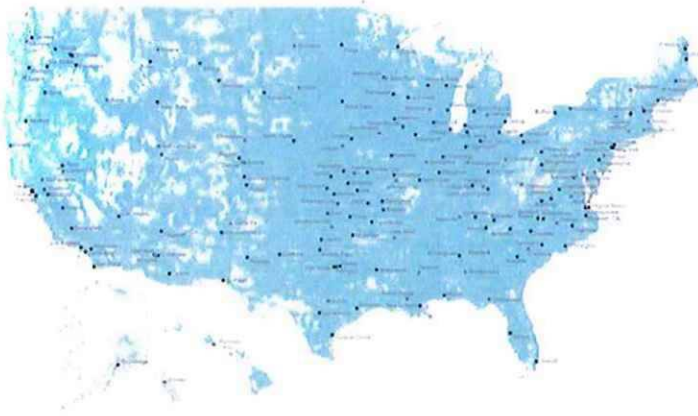
Date 3-1-17

Date _____

SIGNATURE PAGE
TO
BUSINESS CUSTOMER SERVICE AGREEMENT
BY AND BETWEEN
USCC SERVICES, LLC
AND
DANE COUNTY

EXHIBIT A CURRENT COVERAGE MAP

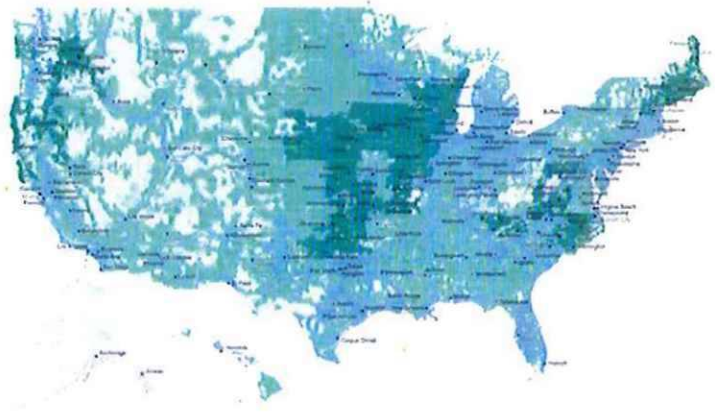
National Voice Coverage



National Voice Coverage

- National Coverage Area
- No Coverage

National Data Coverage



National Data Coverage

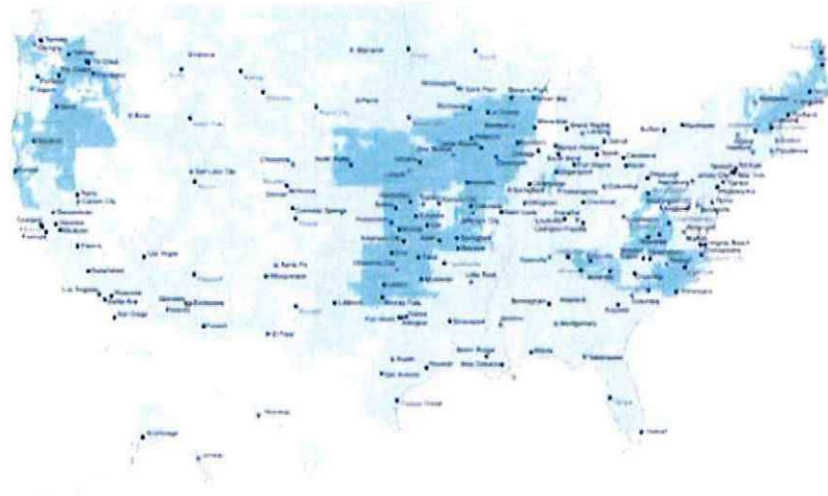
- 4G LTE™ Coverage*
- 4G LTE Partner Coverage*
- 3G Data Coverage
- Standard Partner Coverage
- No Coverage

* Compatible device required

Maps depict an approximation of coverage. Actual coverage may vary. For the most up-to-date coverage, visit us at uscellular.com/age. 4G LTE is not available in all areas. See 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 Associates for details or visit uscellular.com

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 B

M2M Services

**M2M - MACHINE TO MACHINE
N/A**

Customer Contact Information

Business Name

Address

City, State ZIP

M2M Rate Plans			
M2M Subscriber Plan Name	Allowance	MRC	Overage Charges
		\$	
		\$	

Equipment purchased from USCC		
Model and/or Description	Equipment Retail Price	Price with 2yr. Service Agreement
	\$	\$
	\$	\$

Flexible IP			
BO ID	Billing Offer (BO) Name	Cost	Frequency
		\$	
		\$	

If Customer chooses to pay for M2M Services via carrier billing, Customer hereby agrees that U.S. Cellular may include the applicable monthly charge on Customers bill for the M2M Services and that Customer shall pay those charges when due. U.S. Cellular may include a one-time implementation cost on Customer's bill when applicable. Customer may be responsible to pay the third-party M2M provider directly for any remaining charges for the M2M Services upon expiration or termination of this Agreement.

EXHIBIT C

CUSTOMER SUPPORT

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

Account Team Contact Information:

Dedicated Local BAM:

The **Business Account Manager (BAM)** role will provide your account with personal and local sales/service representation. These representatives work closely with customers to understand their business needs and to offer solutions specifically suited to those needs. The Business Account Manager 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 field support.

- Danielle Steen
- 608-333-9200
- danielle.steen@uscellular.com

Customer Service Contact Information:

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

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

EXHIBIT D

RATES

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

EXHIBIT E

EQUIPMENT

Dane 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.**

U.S. Cellular phone handset and pricing offer:

Please refer to the attached SOW Device Matrix for current handset pricing. Will provide updated pricing as it becomes available.

http://www.doa.state.wi.us/Documents/DET/Business%20Services/telecom/Wireless/uscc/Equipment_Grid_WEB.pdf

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.