

**ADDENDUM TO WIRELESS  
TELECOMMUNICATIONS SERVICE AGREEMENT**

**THIS ADDENDUM TO WIRELESS TELECOMMUNICATIONS SERVICE AGREEMENT** (this "Addendum") is entered into this 20th day of May, 2014 and is effective this 15<sup>th</sup> day of July 2014, by and between **NEW-CELL, INC.** (d/b/a and hereinafter referred to as "Cellcom") and **CITY OF MANITOWOC** (hereinafter, "Customer").

**WITNESSETH**

**WHEREAS**, Cellcom and Customer entered into a Wireless Telecommunications Service Agreement dated July 15, 2011 (the "Agreement"); and

**WHEREAS**, Cellcom and Customer desire to amend certain of the terms and conditions of the Agreement as set forth herein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Cellcom and Customer agree as follows:

1. **Account Allowance**: Section 1.C. of the Agreement shall be replaced, in its entirety, with the following:

1.C. **Account Allowance**. Customer shall receive a credit in the amount of One Thousand Dollars (\$1000.00) applied after 30 days from the effective date of this contract written above.

2. **Exercise of Renewal Term Option**: Cellcom acknowledges that Customer has given its written notice of its intent to renew the Agreement for the two (2) year Renewal Term specified in Section 3.B of the Agreement. Accordingly, the Term of the Agreement shall now extend to July 15, 2016.

3. **Termination of Accounts**. Section 3.D.1. of the Agreement shall be replaced, in its entirety, with the following:

3.D.1. **Termination of Accounts**. Customer may, at any time during the Term of this Agreement, terminate one or more Accounts maintained pursuant to this Agreement, while not terminating this Agreement generally, by delivering to Cellcom advance written notice of such termination. In the event any such termination causes Customer to thereafter maintain fewer active Accounts than the Account Minimum, Customer must also pay to Cellcom a "Termination Fee" for each terminated Account below the Account Minimum. The Termination Fee shall be payable at the time Customer delivers its notice of termination, and shall be determined by reference to the devices activated on the terminated Account(s) falling below the Account Minimum.

(i) For each standard device activated on the terminated Account(s), the Termination Fee shall include One Hundred Seventy-Five Dollars (\$175.00), which amount shall be reduced by Five Dollars (\$5.00) for each completed month following the date of this Addendum; and

(ii) For each "Smart Phone" activated on the terminated Account(s), the Termination Fee shall include Three Hundred Fifty Dollars (\$350.00), which amount shall be reduced by Ten Dollars (\$10.00) for each completed month following the date of this Addendum.

Notwithstanding any such termination of one or more Accounts, this Agreement shall remain in effect as to all other Accounts maintained by Customer; provided, however, Cellcom reserves the right to revise the amount of the account allowance provided to Customer based on the number of remaining Accounts and the remaining time left in the then-current Term.

4. Effect of Non-Renewal of Agreement. Section 3.D.2. of the Agreement shall be replaced, in its entirety, with the following:

3.D.2. Effect of Non-Renewal of Agreement. Upon the expiration of the Term, Customer shall pay to Cellcom One Hundred Seventy-Five Dollars (\$175.00) for each standard device and Three Hundred Fifty Dollars (\$350.00) for each "Smart Phone" activated within the final ninety (90) days of the Term. Additionally, Customer may maintain Accounts established pursuant to this Agreement on a month-to-month basis following the expiration of the Term; provided, however, the terms and conditions (including rates and charges) applicable to all such Accounts shall be determined by reference to Cellcom's then-current rate plans generally made available to the public (without regard to the terms and conditions of this Agreement).

5. Except as specifically modified by this Addendum, the Agreement shall remain in effect as written.

**IN WITNESS WHEREOF**, the parties have executed this Addendum to Wireless Telecommunications Service Agreement as of the date and year first written above.

**NEW-CELL, INC.**

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

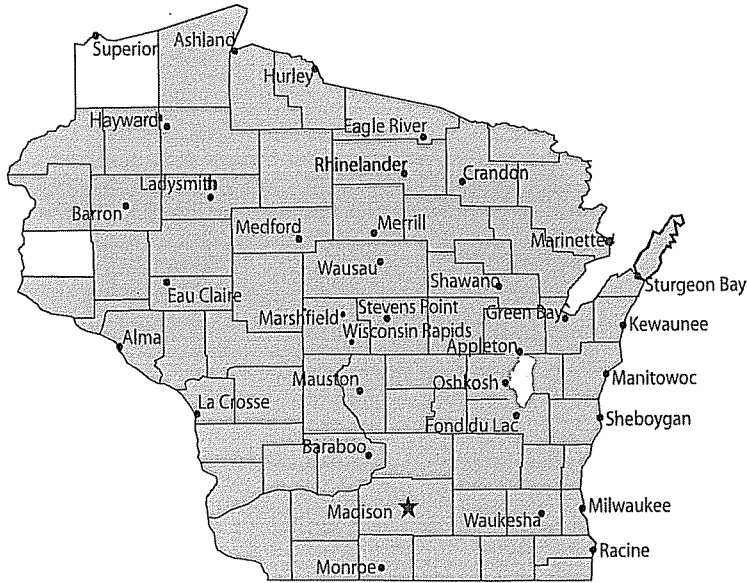
**CITY OF MANITOWOC**

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

# Regional Government Plan

Unlimited Domestic Incoming Messages

connect  
employee made easy  
Included



Home Area  
Nationwide roam at \$.75 per minute

## Included Features

- FREE Nationwide Long Distance
- FREE Voicemail
- FREE Caller ID
- FREE Call Waiting
- FREE 3-Way Calling
- FREE Domestic Incoming Quik|Tt Messages
- FREE Detail Billing

Monthly Rate	\$0.00
Additional Airtime	\$0.05

Take advantage of great savings. Call 877-611-0008 or visit any authorized Cellcom location.

**Important Information:** Eligible municipalities include counties, cities, villages, towns, school districts, board of school directors, sewer districts, drainage districts, technical collage districts or any other public or quasi-public corporation, officer, board or other body having the authority to award public contracts.

An E911 compliant-CDMA phone, compatible with Cellcom's network, is required. Airtime is billed in 60 second increments. Plan minutes only apply when you are in your calling plan's designated home area. Calls originating and terminating in the home area are toll free. Calls originating in the home area and terminating outside the home area may be subject to long distance charges. See sales representative for details. Calls originating outside of the home area are subject to roaming and long distance charges. See sales representative for details.

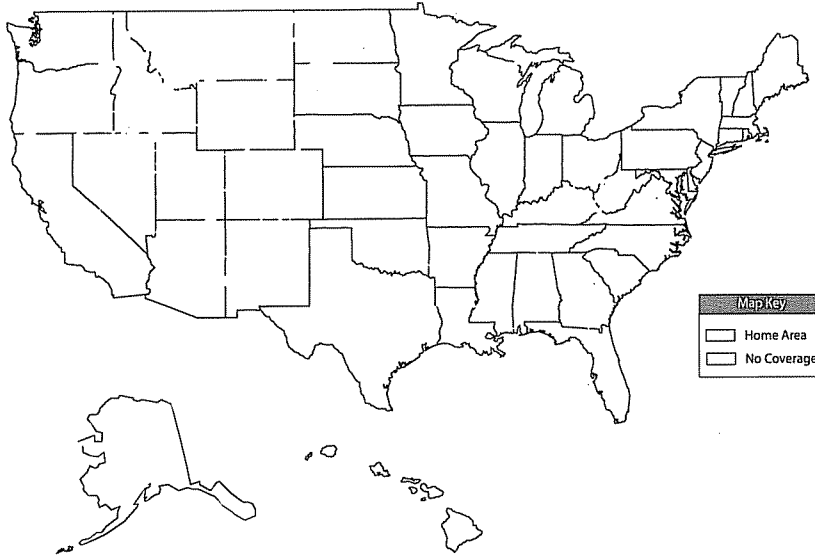
Cellcom reserves the right to deactivate any voice mailbox that has not been initialized within 60 days of activation or any mailbox that has not had any messages for over 60 days. Voice Mail subscribers receive two call forwarding features at no additional charge.

Cellcom reserves the right, without notice, to change rates and coverage areas that do not adversely impact the consumer. In all other situations, a notice will be given. Rate maps indicate where rates apply and may not depict actual service availability or wireless coverage. Coverage areas depicted are approximate. To inquire about specific service availability in a geographical area, contact Cellcom's Customer Service at (800) 236-0055. Geographic terrain, weather conditions, and type of equipment may affect cellular coverage. Wireless service is subject to technological limitations, including capacity and tower availability.

Prices do not include taxes, fees, or other charges. Taxes on monthly access, airtime, equipment, and long distance may apply. A \$25 line set-up fee will be charged on all new line activations. A Regulatory and Other Recovery Fee will be charged on all rate plans. This charge is associated with the cost of administering and complying with government-mandated programs such as Wireless Number Pooling, TTY (Text Telephone), CALEA (Communication Assistance for Law Enforcement Act) and Wireless Number Portability. A USF (Universal Service Fund) will be charged on all service lines. An E911 or Police and Fire Protection fee will be charged on all service lines. The amount or range of taxes, fees and surcharges vary and are subject to change without notice. See a Cellcom retail location or [www.cellcom.com/fees](http://www.cellcom.com/fees) for details. Early termination fees may apply and, if applicable, may be reduced proportionately to the remaining months of the term of the agreement.

# US AMERICA

## Business Calling Plan



### Included Features

- **FREE** Nationwide Long Distance
- **FREE** Calling Features
  - Voice Mail
  - Caller ID
  - Call Waiting
  - 3-Way Calling
- **FREE** Unlimited Domestic Incoming Quik|TxT Messages

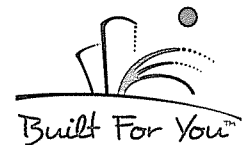
Ask about how you can take advantage of \$9.95 Add-A-Lines and other special promotional offers.

Monthly Rate	\$23.96	\$31.96	\$39.96	\$47.96	\$55.96	\$63.96	\$79.96	\$119.96	\$159.96
Anytime Minutes	200	500	700	900	1,100	1,400	2,100	4,000	6,000
Night & Weekend Minutes	500	2,000	UNLIMITED						
Additional Airtime	\$0.39	\$0.39	\$0.39	\$0.39	\$0.39	\$0.35	\$0.25	\$0.25	\$0.25

**Share Your Minutes:** Add-A-Lines \$19.95 per additional line per month. Available on calling plans \$31.96 or higher, up to 4 lines.

To take advantage of these great savings:

**Call 877-611-0008** or visit any authorized Cellcom location.



**Important Information:** An E911 compliant-CDMA phone, compatible with Cellcom's network, is required. Airtime is billed in 60 second increments. Plan minutes only apply when you are in your calling plan's designated home area. Night and weekend hours are Monday through Friday 9:00 p.m. to 8:59 a.m. and all day Saturday and Sunday. Cellcom-to-Cellcom Minutes require both customers have Cellcom service and are signaling a Cellcom tower. Calls originating and terminating in the home area are toll free. Calls originating in the home area and terminating outside the home area may be subject to long distance charges. See sales representative for details. Calls originating outside of the home area are subject to roaming and long distance charges. See sales representative for details. Cellcom reserves the right to deactivate any voice mailbox that has not been initialized within 60 days of activation or any mailbox that has not had any messages for over 60 days. Voice Mail subscribers receive two call forwarding features at no additional charge. Minutes used checking voice mail are deducted from Cellcom-to-Cellcom Minutes while within the Cellcom-to-Cellcom designated area. Cellcom reserves the right, without notice, to change rates and coverage areas that do not adversely impact the consumer. In all other situations, a notice will be given. Rate maps indicate where rates apply and may not depict actual service availability or wireless coverage. Coverage areas depicted are approximate. To inquire about specific service availability in a geographical area, contact Cellcom's Customer Service at (800) 236-0055. Geographic terrain, weather conditions, and type of equipment may affect cellular coverage. Wireless service is subject to technological limitations, including capacity and tower availability. Prices do not include taxes, fees, or other charges. Taxes on monthly access, airtime, equipment, and long distance may apply. A \$25 line set-up fee will be charged on all new line activations. A Regulatory and Other Recovery Fee will be charged on all rate plans. This charge is associated with the cost of administering and complying with government-mandated programs such as Wireless Number Pooling, TTY (Text Telephone), CALEA (Communication Assistance for Law Enforcement Act) and Wireless Number Portability. A USF (Universal Service Fund) will be charged on all service lines. An E911 or Police and Fire Protection fee will be charged on all service lines. The amount or range of taxes, fees and surcharges vary and are subject to change without notice. See a retail location or www.cellcom.com/fees for details. Early termination fees may apply and, if applicable, may be reduced proportionately to the remaining months of the term of the agreement.



# Business Select Share Plan

A simple, easy to understand plan.

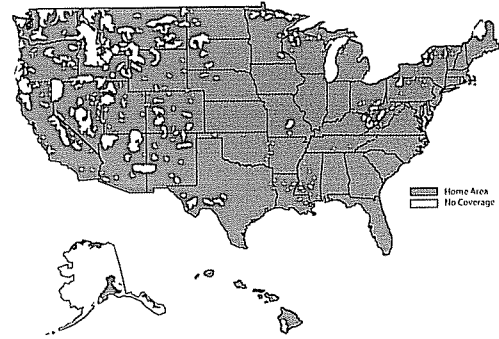
Enjoy unlimited nationwide talk, unlimited messaging and share a pool of data with up to 100 devices.

## Included Benefits:

- Mobile Hotspot, FREE Basic or Visual Voicemail\*, FREE Caller ID, FREE Call Waiting, FREE 3-Way Calling
- Shareable Data for all devices on your account on the same plan. Select up to 2 data features and then share it with up to 100 devices.

\*Visual Voicemail available on select devices.

Coverage Map



## Create Your Share Plan

### STEP 1: Select up to 100 devices

	Monthly Line Charge (per device)
Smartphones	<b>\$40</b>
Basic Phones	<b>\$30</b>
Mobile Broadband or USB Modems	<b>\$20</b>
Anytime Minutes	Unlimited

## How Does the Share Plan Work?

Here's an example of an account with 5 Smartphones, 2 basic phone and 8GB of shared data with unlimited talk and unlimited messaging for all lines.

Example: Share 8GB of Data	
+ 5 Smartphones (\$40 each)	\$200/month line charge
+ 2 Basic Phone (\$30 each)	\$60/month line charge
+ 8GB Shared Data	\$72/month data charge
<b>Total \$332/month*</b>	

\*Price reflects 10% discount and does not include taxes, fees, or other charges.

### STEP 2: Choose up to two Discounted Data Packages

Plan Options for up to 10 devices										
Shared Data	500MB*	1GB	2GB	4GB	6GB	8GB	10GB	15GB	20GB	
Monthly Data Charge	<b>\$30</b>	<b>\$36</b>	<b>\$45</b>	<b>\$54</b>	<b>\$63</b>	<b>\$72</b>	<b>\$81</b>	<b>\$108</b>	<b>\$135</b>	
Plan Options for up to 25 devices										
Shared Data	1.5 GB*		30GB			40GB		50GB		
Monthly Data Charge	<b>\$40.50</b>		<b>\$202.50</b>			<b>\$270</b>		<b>\$337.50</b>		
Plan Options for up to 50 devices										
Shared Data	3 GB*		60GB			80GB		100GB		
Monthly Data Charge	<b>\$81</b>		<b>\$405</b>			<b>\$540</b>		<b>\$675</b>		

Cellcom recommends 1-2GB per Smartphone on your account. Each line must subscribe to a shared data package. Data is shared among all lines on the same calling plan on the same account.

Data coverage is \$15/GB on 1GB+ plans \*For basic devices only, data coverage is \$15/500MB on the 500MB plan.



#### Manage and monitor your data usage:

- To help you decide how much data you need, use the data usage calculator at <http://www.cellcom.com/calculator.html>
- Change your data allowance at any time without extending your contract.

### Add Ons for Share Plans (per line)

MultiRing	\$6.95/month	Detail Billing	\$0.99/month	International Dialing	pay per minute
Nquire/411 Directory Assistance	\$1.99/per use	Handset Protection	refer to eSecuritel brochure	International Dialing Discount Package	\$3.95/month
Call Forwarding	\$0.99/month			Quik TxF International 100	\$9.95/month

Refer to [cellcom.com](http://cellcom.com) for current long distance rates by country and international roaming options.

**Important Information:** An E911 compliant-CDMA phone, compatible with Cellcom's network, is required. Customer must maintain a billing address within Cellcom's licensed market to be eligible for service. The account must have a Business Classification to receive business rates. Customers affiliated with an Association must provide proof of membership to receive discount rates. Cellcom reserves the right to terminate service if less than fifty percent (50%) of the customer's overall minutes of airtime are used in Cellcom's licensed market during any three month period during the term of this Agreement. Unlimited voice services are solely for live dialog between two individuals. Unlimited voice services may not be used for conference calling, call forwarding, monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, or other connections that do not consist of uninterrupted live dialog between two individuals. If you are using an unlimited voice service for anything other than live dialog between two individuals, Cellcom reserves the right to terminate your service. Messaging and Data Services: Each primary line must subscribe to a Shared data package. Data and International Quik|TxF share messages are only shared with lines on the same calling plan. Shared data monthly charge and overages will be charged to the primary line on a Share Plan. Use of text messaging, picture messaging, video messaging and other data services is subject to the Data Acceptable Use Policy located at [www.cellcom.com/AUP](http://www.cellcom.com/AUP). Sending and receiving picture messages and visual voicemail may deduct from your data allowance. Cellcom reserves the right to deactivate any voice mailbox that has not been initialized within 60 days of activation or any mailbox that has not had any messages for over 60 days. Cellcom reserves the right, without notice, to change rates and coverage areas that do not adversely impact the consumer. In all other situations, a notice will be given. Rate maps indicate where rates apply and may not depict actual service availability or wireless coverage. Coverage areas depicted are approximate. To inquire about specific service availability in a geographical area, contact Cellcom's Customer Service at (800) 216-0055. Geographic terrain, weather conditions, and type of equipment may affect cellular coverage. Wireless services subject to technological limitations, including capacity and lower availability. Prices do not include taxes, fees, or other charges. Taxes on monthly access, airtime, equipment, and long distance may apply. A line set up fee and early termination fee may apply. If applicable, the early termination fees may be reduced proportionately to the remaining months of the term of the agreement. Universal Service Fund (USF) and regulatory and other recovery fees charged on all service lines. An E911 fee or Police & Fire Protection fee charged on all service lines. The amount or range of taxes, fees and surcharges vary and are subject to change without notice. See retail location or [www.cellcom.com/fees](http://www.cellcom.com/fees) for details.