

**WIRELESS TELECOMMUNICATIONS EQUIPMENT
AND SERVICE AGREEMENT**

THIS WIRELESS TELECOMMUNICATIONS EQUIPMENT AND SERVICE AGREEMENT (hereinafter, the "Agreement") is made, entered into, and effective this 15th day of July 2011, by and between **NEW CELL, INC.**, a Wisconsin corporation (doing business as and hereinafter referred to as "Cellcom"), and the **CITY OF MANITOWOC**, (hereinafter, "Customer").

Provision Of Telecommunications Services and Related Equipment

1.A. **Services.** Cellcom shall make available to Customer, its employees, representatives and other designees, an unlimited number of service accounts (hereinafter, an "Account" or "Accounts") through which Cellcom shall provide wireless telecommunications services. As a condition to Cellcom's offer to provide services and equipment identified herein at the rates and charges identified below, Customer shall maintain a minimum of 79 Accounts on rate plans identified in Exhibit A at all times during the Term of this Agreement. In addition, Customer shall execute a Master Service Agreement in the form attached as Exhibit B; and this Master Service Agreement shall also govern the availability of the services on each Account.

1.B. **Additional Features.** Customer may add additional features to any or all Accounts, with the additional charges for such additional features set forth on Exhibit A.

1.C. **Account Allowance.** Customer shall receive a credit of \$2,000, of which \$1,000 will be applied at the onset of the second month of the corporate agreement, and \$1,000 applied at the onset of the eighteenth month of corporate agreement.

1.D. **Employee Discount Plan.** Cellcom will make available to employees of Customer wireless telecommunications services upon the terms and conditions of Cellcom's then-current Employee Discount Plan. All employees are eligible to apply for the benefits provided pursuant to this paragraph upon the execution of Cellcom's Service Agreement, provided that such employee is a new Cellcom subscriber and that the home address of the employee is within the Cellcom Service Area. The employee must agree to be and remain financially responsible for all charges incurred pursuant to such Service Agreement. Cellcom reserves the sole and exclusive right to limit, deny, or terminate service to any applicant or employee hereunder. Cellcom may terminate these benefits for any employee who, during the term of this Agreement, ceases to be an employee of Customer. In addition, Cellcom may terminate these benefits upon the expiration or termination of this Agreement.

Rates and Charges

2.A. **Monthly Service Charges.** Each Account maintained by Customer pursuant to this Agreement shall incur a monthly service charge as identified in Exhibit A.

2.B. **Additional Air Time and Roaming Charges.** Each Account maintained by Customer pursuant to this Agreement shall include the allotment of "free" air time for use in the "home" area as set forth in Exhibit A. Customer shall incur an additional charge for each minute of air time utilized in excess of such allotment for each Account, with each Account considered individually for these purposes. Additionally, Customer shall incur additional roaming charges per minute for each minute of air time utilized outside the "home" area identified in Exhibit A.

2.C. **Payment.** Cellcom shall invoice Customer for the aggregated total of the monthly service, additional air time, roaming charges and additional equipment expenses incurred by all Accounts maintained by Customer pursuant to this Agreement; and Customer shall pay each such invoice within thirty (30) days of receipt of each invoice. Unpaid invoices shall accrue interest at the monthly rate of 1½%, or the highest amount allowed by law, whichever is lower.

Term, Renewal and Termination

3.A. Initial Term. The Initial Term of this Agreement shall be **three (3) years**, commencing on the date first written above and ending on the 3rd anniversary thereof.

3.B. Renewal Terms. Upon the expiration of the Initial Term, Customer may renew this Agreement for one consecutive two-year Renewal Term(s) by providing to Cellcom written notice of its intent to renew this Agreement no later than sixty (60) days prior to the end of the Initial Term or the then-current Renewal Term, as the case may be.

3.C. Termination. This Agreement may be terminated prior to the end of the Initial or then-current Renewal Term as follows:

3.C.1. Automatic Termination. This Agreement will automatically terminate if either party: (a) makes an assignment for the benefit of the creditors; or (b) becomes a party to any receivership, bankruptcy, or similar proceeding, and such proceedings are not dismissed within ninety (90) days of commencement.

3.C.2. Default. In the event of a material breach of this Agreement, the non-breaching party may provide written notice of the breach and may terminate this Agreement at any time after a reasonable opportunity to cure the breach. For purposes of this Agreement, a reasonable opportunity to cure is deemed to be ten (10) days for a monetary default and thirty (30) days for a non-monetary default. If the breaching party, prior to the expiration of the cure period, has cured the breach, this Agreement will remain in effect, provided the breaching party promptly reimburses the non-breaching party for any reasonable damages the non-breaching party may have incurred.

3.D. Early Termination of Accounts and Effect of Non-Renewal of Agreement.

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 written notice of such termination and paying to Cellcom One Hundred Seventy-Five Dollars (\$175.00) for each Account terminated below the 79 Account minimum, provided that the foregoing termination fee shall be reduced proportionately based on the number of months remaining in the Term as of the date of each such Account termination. 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.

3.D.2. Effect of Non-Renewal of Agreement. In the event Customer does not renew this Agreement for at least one Renewal Term, Customer shall pay to Cellcom One Hundred Seventy Five Dollars (\$175.00) for each Account activated within the final one hundred eighty (180) days of the Initial Term. In addition, upon the expiration of the Term, whether following an Initial Term or one or more Renewal Terms, Customer may maintain Accounts established pursuant to this Agreement on a month-to-month basis thereafter; 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).

Miscellaneous

4.A. Entire Agreement. This Agreement, together with all exhibits and other attachments and other documents referenced herein, shall constitute the entire agreement between the parties; and no term or condition contained herein or therein may be modified or waived, except in writing signed by an authorized representative of Cellcom.

4.B. Stolen or Lost Equipment. Customer shall immediately report all lost or stolen equipment to Cellcom and to an appropriate law enforcement authority. Customer remains responsible for paying all charges incurred on the stolen or lost equipment prior to the notification to Cellcom. Any request for credit against such charges must be in writing, accompanied by a police report verifying law enforcement notification, and must be received by Cellcom before the date when payment is due.

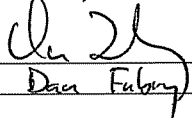
4.C. Notices. All notices permitted or required to be given under the terms of this Agreement shall be deemed to have been given when delivered personally or deposited in the United States mail, certified, postage pre-paid, and addressed as follows:

If to Cellcom: New-Cell
d/b/a Cellcom
1580 Mid-Valley Drive
DePere, WI 54115

If to Customer: City of Manitowoc
900 Quay Street
Manitowoc, WI 54220

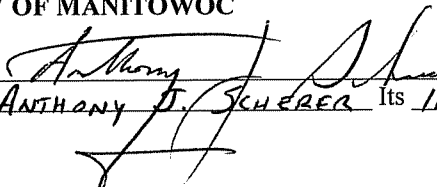
IN WITNESS WHEREOF, Cellcom and Customer, by their duly-authorized and empowered representatives, have executed this Agreement as of the date and year first written above.

NEW CELL, INC.

By: 

Dan Fabry Its V.P.

CITY OF MANITOWOC

By:  07/21/2011

ANTHONY J. SCHERER Its INTERIM FINANCE DIRECTOR

EXHIBIT A

Rate Plan and Account Features

-- Customer is eligible for the following promotions on the Statewide Plus 1100 or US America Bus 700 or higher:

- Unlimited Incoming minutes
- Unlimited Cellcom to Cellcom minutes
- Unlimited Night and Weekend minutes beginning at 7pm
- \$9.95 add a lines

-- **Regional Government Plan Option**

- Monthly Service Fee - \$0
- Per Minute Cost - \$.05

Regional Government plan includes Free Voicemail, Caller ID, Nationwide Long Distance, Call Waiting, 3-Way Calling and Unlimited Incoming Text Messages

Regional Government home area is State of WI (excluding Douglas and St. Croix counties)

Per Minute Roam Charge - \$0.75

Phone Pricing

Advanced Phone Pricing – Android Phones

Samsung Galaxy S - \$99.95

Motorola Milestone X - \$99.95

HTC Desire 6275 - \$74.95

HTC Wildfire 6225 – Free

LG Axis AS740 – Free

Standard Phone Pricing

Motorola Quantico W845 - \$24.95

LG Wine II - \$19.95

Samsung Contour SCH-R250 – Free*

LG Nite 230 – Free*

Wireless Connectivity Pricing

Novatel MC760 Mobile Broadband Card - Free

Franklin Wireless Mobile Hotspot R526 - Free

*Handsets available on the \$0 access Regional Government for free

Additional handset pricing available on request

Statewide Plus Plan

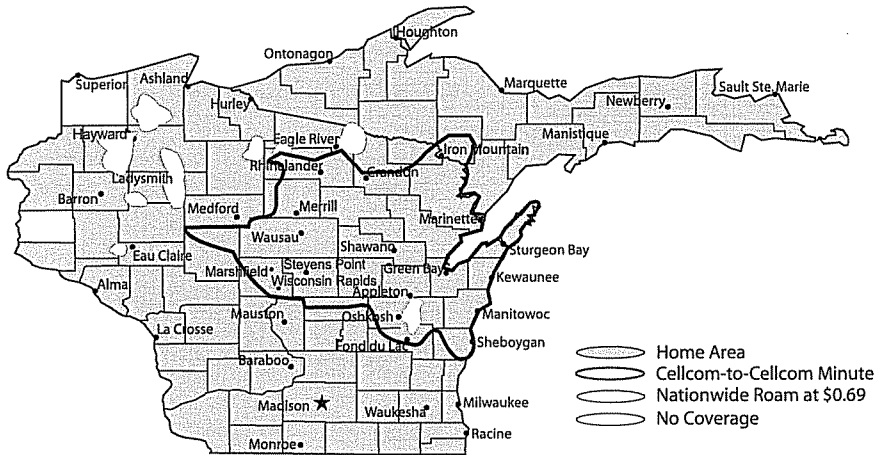
The Chamber of Manitowoc County



Included Features

(plans \$25.95 or higher)

- FREE Nationwide Long Distance
- FREE 7pm Night & Weekends
- FREE Voicemail
- FREE Caller ID
- FREE Call Waiting
- FREE 3-Way Calling
- FREE Domestic Incoming Quik|Txt Messages



Monthly Rate	\$21.95	\$25.95	\$34.95	\$43.95	\$52.95	\$60.95	\$69.95	\$86.95	\$129.95	\$175.95
Anytime Minutes	100	350	700	1,100	1,400	1,600	1,800	2,500	5,000	6,500
Night & Weekend Minutes	0	3,000	UNLIMITED							
Cellcom-to-Cellcom Minutes	0	50	250	300	400	500	650	750	1,000	1,200
Domestic Incoming Quik Txt Messages	UNLIMITED									
Additional Airtime	\$0.39	\$0.39	\$0.39	\$0.39	\$0.39	\$0.39	\$0.35	\$0.25	\$0.25	\$0.25

Share Your Minutes: Add-A-Lines \$16.95 per additional line per month. Available on calling plans \$25.95 or higher, up to 4 lines

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

Important Information: Endorsed association membership required. 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 7:00 p.m. to 6:59 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.

US America Business Calling Plan

FREE 3-Way Calling
 Add-A-Lines *connect*
 made easy
 Included



Included Features

- FREE Voicemail
- FREE Caller ID
- FREE Call Waiting
- FREE 3-Way Calling



Monthly Rate	\$29.95	\$39.95	\$49.95	\$59.95	\$69.95	\$79.95	\$99.95	\$149.95	\$199.95
Anytime Minutes	200	500	700	900	1,100	1,400	2,100	4,000	6,000
Night & Weekend Minutes	500	2,000	UNLIMITED						
Nationwide Long Distance	INCLUDED								
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 \$39.95 or higher, up to 4 lines

Take advantage of 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 5:59 a.m. and all day Saturday and Sunday. 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 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.

EXHIBIT B

Master Service Agreement

CELLULAR TELEPHONE EQUIPMENT AND SERVICE AGREEMENT

5. ACCESS NUMBER.

- A. Cellcom reserves the right, in its sole discretion, to change Customer's access number upon notice to the Customer. Customer acknowledges that Customer has no proprietary or ownership rights or interest in or to Customer's number(s), except as allowed for by law, and cannot acquire such rights or interest through usage, publication or otherwise.
- B. Customer may request that Customer's access number(s) be transferred to or from another service provider within the same local geographic area.
- C. If Customer transfers the access number(s) to Cellcom, all activation requirements and charges, including credit approval, apply. Customer remains liable for charges (including cancellation fees) incurred with a former service provider. If a transfer is unsuccessful and the request is cancelled, and Customer does not ask Cellcom to assign a new number, Customer shall be required to return to Cellcom all Equipment and/or goods supplied hereunder.

D. If Customer requests to transfer the access number(s) to another service provider, this request will be considered a notice of Customer's intention to terminate service under the terms of this Agreement. Customer's intent to terminate service will apply to all services provided by Cellcom. All outstanding charges and any amounts that appear on the final invoice(s) shall become immediately due. If a transfer is unsuccessful for any reason, Customer's Service will not terminate, and Customer will continue to be responsible for all Service or other charges (not including the Service Cancellation Charge).

E. When transferring access numbers to another service provider, voice mail, phone book or other Services will be lost.

F. Cellcom does not guarantee, in any way, that such access number transfers to or from Cellcom will be successful.

6. RATES AND CHARGES.

A. Customer acknowledges that it is responsible to pay to Cellcom all toll charges resulting from the use of the Service for calls, incoming or outgoing, either within or outside Cellcom's service area. Customer must also pay for all charges on calls billed to Customer's access number. Such charges are in addition to the charges for Service usage. Each partial minute of airtime shall be billed as a full minute unless otherwise noted. For Customer's billing plan, Payment of the Service bill is due on the date when indicated on said bill. A balance which remains unpaid as of the next billing date shall accrue interest at the monthly rate of 1 1/2%, or the highest amount allowable by law, whichever is lower, from the original due date until such balance is paid in full.

B. Except as may be prohibited by law, Cellcom reserves the right to amend the terms and conditions of this Agreement, including, but not limited to, Customer's rate plan and rates charged to Customer under applicable rate plans, upon notice to Customer and the expiration of a thirty (30)-day objection period afforded to Customer. If, after receiving any such notice from Cellcom, Customer desires to terminate this Agreement, due to the proposed amendments(s), Customer shall, within thirty (30) days of receipt of Cellcom's notice, deliver written notice of termination to Cellcom; and this Agreement and Customer's ability to utilize the Services shall terminate on the fifth (5th) day following Cellcom's receipt of Customer's notice of termination. Notwithstanding, if Customer utilizes the Services or makes payment to Cellcom thereafter after Customer's receipt of Cellcom's notice, Customer shall be deemed to have agreed to Cellcom's proposed amendment(s) and shall not thereafter have any right to terminate this Agreement, due to such amendments(s).

C. There may be added to any charges incurred by Customer amounts equal to any industry-wide surcharges and/or fees and any surcharge, duty, levy, tax, or withholding, including, but not limited to, sales, property, ad valorem, excise and use taxes, or any tax in lieu thereof or in addition thereto, imposed by any local, state, or federal government or governmental agency with respect to the Services, with respect to services provided to customers, excepting only taxes on the income of Cellcom. In addition, there may be added to any charges, additional charges to reimburse Cellcom for its reasonable and necessary costs and expenses incurred in maintaining compliance with regulatory requirements imposed by any local, state, or federal government or governmental agency having jurisdiction over Cellcom.

D. In the event Customer accesses or uses Cellcom's text or data services, Customer shall be responsible for all charges and the prompt payment of these services regardless of who initiates the activity or whether the Customer's Equipment actually received the data. This includes, but is not limited to, the amount of data associated with a particular service (games, ringtones, screen savers, picture messaging, etc.), additional data usage in accessing, transporting and routing this service on Cellcom's network, data from partial or interrupted downloads, re-sent data, and data associated with unsuccessful attempts to reach websites or use applications. The charges for Customer's access to or use of the text or data services shall be in addition to any charges specified in Customer's rate plan. Text and data usage may be charged against a feature package or on a fixed price per unit basis. Customer may utilize airtime on any other benefit specified in Customer's rate plan, and may be provided or exchanged or lost. Estimates of data usage may not be an accurate predictor of actual usage. Data usage is measured and billed in kilobyte increments. Partial kilobyte increments of use will be rounded to the next full kilobyte. Unused kilobytes may not be carried over to subsequent monthly billing cycles. Customer may not receive voice calls while using data services. Customer may have access to "Premium Services" that are available for an additional charge (e.g., games, ringtones, screen savers and other items). Customer will be billed for Premium Service purchases based on the charges as specified at purchase. Subject to the terms of the content purchased, Cellcom may delete premium and non-premium items downloaded to any storage areas Cellcom may provide, including any pictures, games and other content. We may limit the amount of Premium Services you may purchase in a specific timeframe (month, week, day or other period). We may terminate services without notice for an issue of customer access to or use of our services (AUP). As to other things, the Data Acceptable Use Policy provides that Cellcom may terminate Customer's access to or use of Cellcom's text or data services at any time and without notice to Customer in the event Customer violates any term or condition of the Data Acceptable Use Policy.

E. Wherefore, Customer provides a check as payment, Customer authorizes Cellcom to make a one-time electronic funds transfer from Customer's account. Therefore, funds may be withdrawn from Customer's account on the same day Customer's payment is received. Customer will not receive Customer's check back from Customer's financial institution.

7. MISCELLANEOUS PROVISIONS.

A. Entire Agreement. This instrument, together with all attachments and any other documents referenced herein, shall constitute the entire agreement between the parties, and no term or condition contained herein or therein may be modified or waived, except in writing signed by an authorized representative of Cellcom. The acceptance by Cellcom of any payment after it shall become due shall not constitute or be construed as a waiver of any or all of Cellcom's rights hereunder.

B. Assignment and Interpretation. This instrument shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto, provided that Cellcom's consent to the assignment of this Agreement shall be subject to the laws of the State of Wisconsin, without the prior written consent of Cellcom. The interpretation of this Agreement shall be subject to the laws of the State of Wisconsin.

C. Severability. The invalidity of any portion of any provision of this instrument shall not affect the validity of the remainder of the provisions hereof.

D. Service Fee. Customer will be billed monthly for Service pursuant to the terms of Cellcom's current Service price list for the one-year or two-year pricing package. Customer may change to other pricing plans available to existing customers, but the term of this Agreement will remain unchanged unless such term is otherwise extended under the terms of another pricing package selected by Customer.

E. Cellcom, in its sole discretion, may require Customer to provide a security deposit as a precondition to Service activation in an amount determined by Cellcom. Upon termination or expiration of this Agreement, Cellcom shall have the right to apply all or any part of the security deposit to the outstanding balance on Customer's account; if any surplus remains, such surplus shall be refunded to Customer. If Customer so requests, in a writing delivered prior to the expiration or termination of this Agreement, Cellcom shall refund the security deposit to Customer if the following conditions are met:

- 1.) Customer paid to Cellcom Customer's monthly invoices in a full and timely fashion in accordance with the terms of this Agreement and Cellcom's Invoices for a period of not less than twelve (12) consecutive months; and
- 2.) Customer's most recent bill has been paid for the full term of the bill; and
- 3.) Customer has no other outstanding bills to Cellcom. If Customer terminates service with Cellcom at any time, the deposit will be applied toward Customer's final bill. If any surplus remains, the balance will be refunded to Customer.

F. Stolen or Lost Equipment. Customer shall immediately report all lost or stolen Equipment to Cellcom and to an appropriate law enforcement authority. Customer remains responsible for paying all charges incurred on the stolen or lost Equipment prior to the notification to Cellcom. Any request for credit against such charges must be in writing, accompanied by a police report verifying law enforcement notification, and must be received by Cellcom before the date when payment for such charges is due.

G. Technology Enhancements. Cellcom reserves the right to change your wireless phone's software or programming, over the air, without notice.

THIS AGREEMENT for Cellular Telephone Service ("Services") and/or Cellular Telephone Equipment ("Equipment") is between New-Cell, Inc., a Wisconsin corporation, with its principal place of business at 1380 Mid Valley Drive, PO BOX 5370, De Pere, Wisconsin 54115 (d/b/a and hereinafter referred to as "Cellcom"), and the party whose name(s) appear on the reverse side hereof (the "Customer").

1. EFFECTIVE DATES.

This Agreement shall become effective ten (10) days after Cellcom receives a copy of this Agreement signed by Customer, unless Cellcom, in its sole discretion and prior to the expiration of this ten-day period, deems it necessary to return to Cellcom all Equipment and/or goods supplied hereunder and to pay Cellcom for any Service provided to Customer prior to the rejection.

2. EQUIPMENT AND SERVICES.

A. Equipment. Delivery of the Equipment ordered hereunder shall be made in a reasonable length of time. Cellcom is not responsible for loss or expense arising from delays in delivery thereof attributable to matters outside its direct control. If Customer is dissatisfied with the quality or quantity of the goods delivered by Cellcom, Customer's only remedy shall be to return the Equipment to Cellcom within thirty (30) days of delivery of such goods. Absent provision of such notice of dissatisfaction by Customer, Customer hereby agrees and acknowledges that the quantity and quality of the goods provided by Cellcom conform to terms of this Agreement and are satisfactory.

B. Services. Services hereunder shall only be available to cellular telephone units properly equipped and installed to accept such Services. Such Services will only be available to such units when those units are within the range of the cell sites located in Cellcom's service area. Such Services are also subject to transmission limitations caused by atmospheric or geographic conditions. The Services may be temporarily refused or limited because of the cellular system's capacity limitations. Services to any or all customers may be temporarily interrupted or cancelled, or limited, due to equipment modifications, upgrades, relocations, repairs or similar activities necessary for the proper or improved operation of the system.

C. Common Provisions. Each financially responsible individual, business, or entity identified on the front side hereof shall be jointly and severally responsible for payment of all Equipment purchase charges, all service charges and all toll charges recorded to Customer's access number. A service charge is made for each use of the cellular system, whether the call is incoming or outgoing and whether made in or out of Cellcom's service area. Neither the Equipment nor the Services shall be used by Customer for any purpose that is in violation of federal, state or local law, nor shall the same be used in such manner as to unreasonably interfere with the use of the Services by one or more other customers.

3. LIABILITY DISCLAIMER AND INDEMNIFICATION.

A. EQUIPMENT. CUSTOMER ACKNOWLEDGES THAT CELLCOM IS NEITHER THE MANUFACTURER NOR THE AGENT OF THE MANUFACTURER OF THE EQUIPMENT PROVIDED HEREUNDER. CUSTOMER ACKNOWLEDGES AND AGREES THAT CELLCOM MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND REGARDING THE EQUIPMENT AND THAT CELLCOM DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL CELLCOM BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES CAUSED IN WHOLE OR IN PART BY ANY EQUIPMENT MALFUNCTION OR FAILURE, INCLUDING, BUT NOT LIMITED TO, REPAIR, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS, LOSS OF DATA, LOSS OF INFORMATION, LOSS OF COST OF REPLACEMENT, AND OTHER ADDITIONAL EXPENSES, EVEN IF CELLCOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

B. EQUIPMENT REPAIRS. CUSTOMER ACKNOWLEDGES THAT CELLCOM IS UNDER NO DUTY OR OBLIGATION TO PERFORM ANY SERVICE, MAINTENANCE, OR REPAIR COLLECTIVELY, "REPAIRS" OF THE EQUIPMENT PROVIDED HEREUNDER, NOR DOES THIS AGREEMENT CREATE SUCH A DUTY OR OBLIGATION. NOTWITHSTANDING, CELLCOM MAY PERFORM SUCH REPAIRS AT CUSTOMER'S REQUEST AND PURSUANT TO THE TERMS AND CONDITIONS OF AN AGREEMENT FOR SUCH REPAIRS. IN THE EVENT CELLCOM PERFORMS SUCH REPAIRS, AND NOTWITHSTANDING THE TERMS OR CONDITIONS OF SUCH SUBSEQUENT AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT CELLCOM'S LIABILITY, AND UNDER NO CIRCUMSTANCES SHALL CELLCOM BE LIABLE, BEFORE ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS, LOSS OF DATA, LOSS OF INFORMATION, LOSS OF BUSINESS, LOSS OF COST OF REPLACEMENT, OR LOSS OF EQUIPMENT, COST OF REPAIRING REPLACEMENTS, AND OTHER ADDITIONAL EXPENSES, EVEN IF CELLCOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Moreover, CELLCOM WILL NOT BE LIABLE FOR ANY DAMAGES, LOSSES, OR EXPENSES RESULTING, IN WHOLE OR IN PART, FROM CUSTOMER'S NEGLIGENCE, WHETHER DEEMED ACTIVE OR PASSIVE. IN ADDITION, THE WARRANTIES SPECIFIED HEREIN SHALL NOT APPLY TO ANY EQUIPMENT THAT HAS BEEN REPAIRED OR ALTERED BY ANYONE OTHER THAN CELLCOM OR THE MANUFACTURER OF SUCH EQUIPMENT, OR TO ANY EQUIPMENT NOT OPERATED IN ACCORDANCE WITH THE MANUFACTURER'S OR CELLCOM'S DIRECTIONS REGARDING SUCH USE.

C. ADDITIONAL LIMITATIONS. It is further specifically agreed as to the Equipment and Services provided hereunder that Cellcom shall NOT be liable to Customer or any other party for:

- 1) Any injury to person or damage to property resulting from any negligent or unintentional acts or omissions of Cellcom, its employees, agents or goods, products or Services;
- 2) Any direct, indirect, special, incidental or consequential damages of any kind sustained by Customer or any other person or entity for any failure of Cellcom's Equipment, for the inability of Cellcom to promptly or properly repair Customer's Equipment, for any interruption of any Service now or hereafter provided by Cellcom or for the loss or any transmission of the information contained therein;
- 3) Any damage or loss by Customer as a result of any partial or complete interruption in the operation of its business or for any failure of any of its goods, products or Services;

D. INDEMNIFICATION. Customer agrees to indemnify and hold Cellcom harmless from all claims, actions, suits, demands and judgments, including actual attorney's fees and costs, which Cellcom may incur in defending itself against any of the aforesaid arising from Customer's use or possession of, or other relationship to the Equipment, goods or Services supplied, worked on, or provided by Cellcom or its employees, agents or designers, including, but not limited to, any expenses arising from actions brought under the Occupational Safety and Health Act or other governmental regulations or laws.

4. TERMINATION OF SERVICE.

A. Customer may terminate this Agreement prior to the expiration of the Agreement term specified on the reverse side hereof by delivering written notice to Cellcom of Customer's intention to terminate this Agreement and the effective date of such termination (which shall be no less than ten (10) business days after Cellcom's receipt of Customer's notice). Such notice shall be delivered by certified or registered mail, return receipt requested, addressed to Cellcom at the address listed above. Notwithstanding any such termination, Customer shall be responsible for payment of all outstanding charges on Customer's account at the time of such termination and shall pay to Cellcom a "Service Cancellation Charge" of \$175, which Service Cancellation Charge shall be reduced by \$5 per month for each completed month in the term. Customer acknowledges and agrees that Cellcom will suffer damages as a result of Customer's early termination of this Agreement and that the Service Cancellation Charge is a reasonable estimation of these damages and shall be construed as liquidated damages, and not a penalty.

B. Cellcom may, after giving prior written notice to Customer, terminate or temporarily discontinue or restrict Customer's Service if: (1) Customer fails to pay any charge due or otherwise violates any term of this Agreement, (2) Customer fails to maintain a billing address within Cellcom's licensed market area, or (3) Customer utilizes less than fifty percent (50%) of Customer's overall minutes of airtime within Cellcom's licensed market during any three (3)-month period during the term of this Agreement. In addition, Cellcom may discontinue Customer's Service without prior notice if: (4) Customer's Service is reasonably suspected of being used in an illegal or other manner that causes or is likely to cause any form of harm to Cellcom or any other person, or (5) Customer commits any illegal or other manner that causes or is likely to cause any form of harm to Cellcom or any other person. Cellcom's termination of Service shall be without prejudice to Cellcom's right to reprogram the phone to transmit the electronic serial number and telephone number belonging to another phone. "Subscriber fraud" is defined as the initialization or use of wireless services using fraudulent customer information or false identification.

C. In the event Cellcom, in its sole discretion, undertakes litigation or collection efforts against Customer to enforce the terms of this Agreement, and Cellcom prevails in such efforts, Customer shall be responsible to reimburse Cellcom for all costs and expenses, including actual attorney's fees, incurred by Cellcom relative to such efforts, unless otherwise precluded by law. Further, in the event such litigation or collection effort arises from or results in, the termination of this Agreement prior to the expiration of its term, Customer shall be liable to Cellcom for the Service Cancellation Charge (in addition to all outstanding charges on Customer's account at the time of such termination).

D. The term of this Agreement shall be tolled, and its expiration date extended, for any periods during which Customer's Service is suspended due to nonpayment or other violations of the terms of this Agreement by Customer. Upon Customer's cure of such violation, Cellcom may, acting in its sole discretion, reactivate Customer's Service and shall be entitled to charge Customer a reasonable reactivation fee.