

**WIRELESS TELECOMMUNICATIONS EQUIPMENT AND
SERVICE AGREEMENT**

THIS WIRELESS TELECOMMUNICATIONS EQUIPMENT AND SERVICE AGREEMENT (“Agreement”) is made, entered into, and effective this _____ day of August 2022, by and between **NEW-CELL, LLC.**, a Wisconsin limited liability company, doing business as Cellcom, (“Cellcom”), and **CITY OF MANITOWOC**, (“Customer”).

Section 1 – Provision of Telecommunications Services and Related Equipment

A. **Services.** Cellcom shall make available to Customer, its employees, representatives and other designees, an unlimited number of service lines (“Line” or “Lines”) 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 **145 Lines** (“Line Minimum”) on rate plans identified in Exhibit A at all times during the Term of this Agreement. In addition, Customer shall execute a Cellular Telephone Equipment and Service Agreement in the form attached as Exhibit B which shall also govern the availability of the services on each Line.

B. **Flex Plan Lines Not Eligible.** Customer acknowledges and understands that any lines purchased through Cellcom under Cellcom’s Flex plan are not covered by this Agreement and are not eligible for the rates, terms and conditions contained in this Agreement. Lines purchased under the Flex plan must comply with the terms and conditions contained in the Flex agreement.

C. **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.

Section 2 – Rates and Charges

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

B. **Additional Air Time, Text, Data and Roaming Charges.** Each Line maintained by Customer pursuant to this Agreement shall include the allotment of included air time, text messages and data packages, if applicable, for use in the “home” area as set forth in Exhibit A. Customer shall incur an additional charge for services used in excess of such allotment for each Line, with each Line considered individually for these purposes. Additionally, Customer shall incur additional roaming charges for services utilized outside the “home” area identified in Exhibit A.

C. **Payment.** Cellcom shall invoice Customer for the aggregated total of the monthly service and associated charges for using Cellcom service, including, but not limited to, additional air time, text messages, data usage, roaming charges and additional equipment expenses incurred by all Lines maintained by Customer pursuant to this Agreement. Customer shall pay each such invoice within 30 days of receipt of each invoice. Unpaid invoices shall accrue interest at the monthly rate of 1.5 %, or the highest amount allowed by law, whichever is lower.

Section 3 – Term, Renewal and Termination

A. Initial Term. The Initial Term of this Agreement shall be two years, commencing on the date first written above and ending on the second anniversary thereof.

B. Renewal Term. 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.

C. Termination. This agreement may be terminated prior to the end of the Initial Term, or Renewal Term if applicable, as follows:

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

ii. 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 10 days for a monetary default and 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 nonbreaching party may have incurred.

iii. Mutual Agreement. This Agreement may be terminated at any time by mutual, written agreement of Cellcom and Customer.

D. Early Termination of Lines and Effect of Non-Renewal of Agreement.

i. Termination of Lines. Customer may, at any time during the Initial Term, or Renewal Term if applicable, terminate one or more Lines 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 Lines than the Line Minimum, Customer must also pay to Cellcom a "Termination Fee," as detailed below in this subsection, for each terminated Line below the Line 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 Line(s) falling below the Line Minimum.

a. For each Standard Device activated on the terminated Line(s), the Termination Fee is \$175.00, which amount shall be reduced by \$5.00 for each completed month of the term of this Agreement; and

b. For each "Smart Device" activated on the terminated Line(s), the Termination Fee is \$350.00, which amount shall be reduced by \$10.00 for each completed month of the term of this Agreement.

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

ii. Effect of Non-Renewal of Agreement. In the event Customer does not renew this Agreement at the end of the Initial Term, Customer shall pay to Cellcom \$175.00 for each Standard Device and \$350.00 for each "Smart Device" activated within the final 90 days of the Initial Term. Upon the expiration of the Initial Term, or Renewal Term if applicable, Customer may maintain Lines 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 Lines 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).

Section 4 -- Miscellaneous

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.

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.

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 prepaid, and addressed as follows:

If to Cellcom:	New-Cell, LLC d/b/a Cellcom 1580 Mid-Valley Drive De Pere, WI 54115
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If to Customer:	City of Manitowoc 900 Quay Street Manitowoc, WI 54220
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D. Conflict of Terms and Conditions. In the event that there is a conflict between the terms and conditions of this Agreement and those as set forth in the Cellular Telephone Equipment and Service Agreement found in Exhibit B, the terms and conditions of this Agreement shall prevail.

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, LLC

By: _____

Its _____

CUSTOMER

By: _____

Its _____

EXHIBIT A

Rate Plan and Line Features

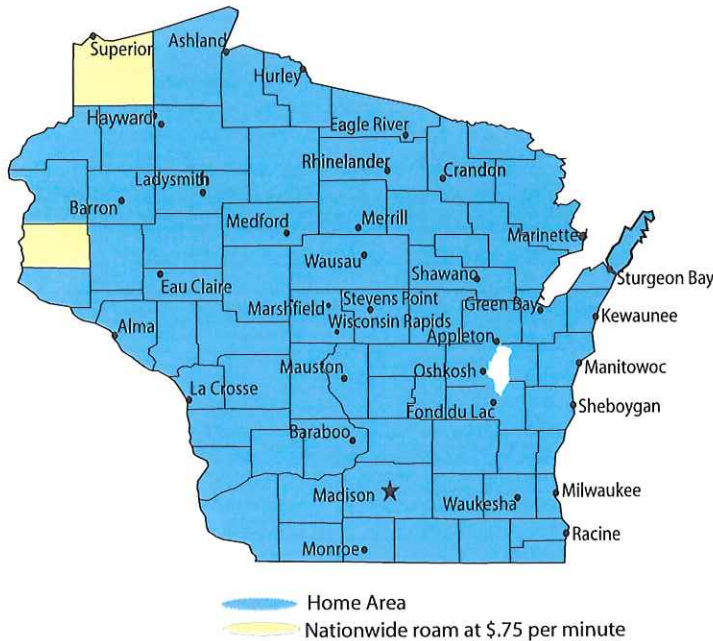
Regional Government Plan

Unlimited Domestic Incoming Messages

employee

Included

connect
made easy



Included Features

- FREE Nationwide Long Distance
- FREE Voicemail
- FREE Caller ID
- FREE Call Waiting
- FREE 3-Way Calling
- FREE Domestic Incoming Quik|TxD 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 college 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 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 Share Plus Plan

A simple, easy to understand plan.

Enjoy unlimited nationwide talk, unlimited messaging and share a pool of data with all lines on your account.

Included Benefits:

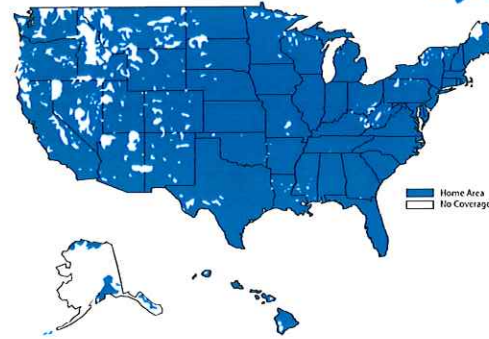
- Mobile Hotspot, FREE Basic or Visual Voicemail*, FREE Caller ID, FREE Call Waiting, FREE 3-Way Calling, and Unlimited Domestic and International Messaging.**
- Shareable Data for all devices on your account on the same plan.
- Keep Your Data automatically carries over your unused shared data plan allowance until the end of the following month's bill cycle.

*Visual Voicemail available on select devices.

**See cellcom.com for international messaging details.



Coverage Map



STEP 1: Choose your Data Packages

Plan Options for up to 10 devices per package

Shared Data	500MB	1GB	3GB	6GB	10GB	15GB
Monthly Data Charge	\$20	\$25	\$40	\$55	\$70	\$80

Plan Options for up to 25 devices per package

Shared Data	25GB	35GB	45GB	55GB
Monthly Data Charge	\$105	\$160	\$205	\$250

Plan Options for up to 50 devices per package

Shared Data	75GB	100GB
Monthly Data Charge	\$340	\$450

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

Data overage is charged at \$20/500MB on the 500MB plan, and \$15/GB on 1GB+ plans.

STEP 2: Add Phones or Devices to Your Business Share Plus Plan

Line Access	Fees/month	2 year Agreement	No Contract*
Smartphone		\$35/mo.	\$20/mo.
Basic Phone		\$20/mo.	
Hotspots/USB Modems		\$10/mo.	
Tablets		\$10/mo.	
Connected Devices		\$5/mo.	

*No contract pricing is available with Flex, upon completion of a 2-year service agreement, paying full price for device, or bringing own device on Business Share Plus Plan. Paying full price for device or bringing own device requires a new line activation or completion of existing 2-year service agreement. Flex line access does not include monthly device installments. Price varies by device. See cellcom.com/flex for details.



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)

Delphi Connect	\$5.00/month	MultiRing	\$6.95/month
Fleet for Vehicles/Assets	\$15.00/month	Nquire/411 Directory Assistance	\$1.99/per use
Fleet for Smartphone	\$10.00/month	Call Forwarding	\$0.99/month
Fleet Mobile Worker	\$20.00/month	Detail Billing	\$0.99/month
Usage Controls* - each line	\$0.99/month	Handset Protection	refer to eSecuritel brochure

*Due to delays in system reporting, actual data usage may take up to 24 hours to register and may exceed the usage limit set before data usage is blocked or a warning received.

International Long Distance & Text

International Dialing	pay per minute
International Discount Calling	\$5/month/line

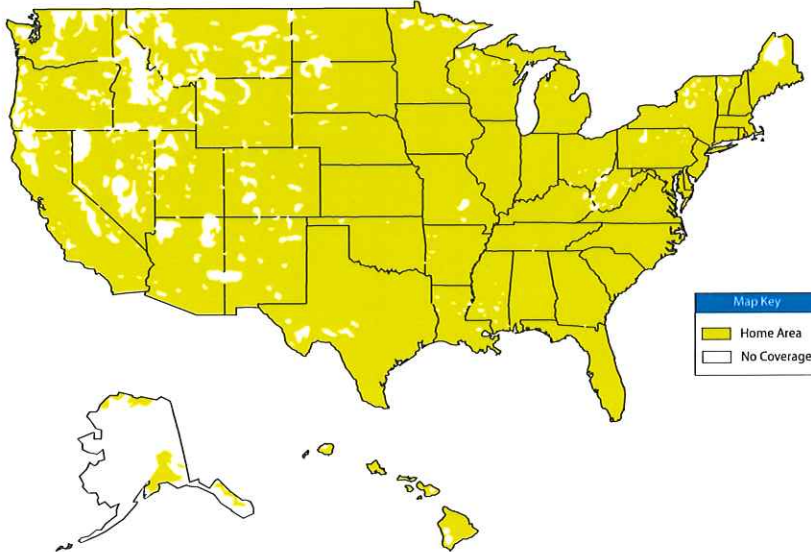
Unlimited calls to Canada and Mexico and a discount per minute long distance rate to other countries.

Refer to 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. 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. Airtime is billed in 60 second increments. Plan minutes only apply when you are in your cellcom 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. Calls originating outside of the home area are subject to roaming and long distance charges. Cellcom reserves the right to deactivate any mailbox that has not been initialized within 60 days of activation or any mailbox that has not had any messages deposited for over 60 days. Minutes used checking voicemail are deducted from Nationwide Minutes while within the Cellcom designated area. Call Forwarding includes 60 minutes of forwarding to a non-Cellcom exchange per month. Voice services, including 911, are not available on mobile broadband or tablet devices. See sites representative for details. To place an international call, you must dial 011, the country code and the number for the international call. In addition to regular international long distance rates, Cellcom reserves the right to terminate this feature if less than eighty percent (80%) of the customer's international 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 for live dialog between two individuals, voicemail, and automated services without additional charges. Unlimited voice service may not be used for conference calling, call forwarding, monitoring services, data transmission, transmission of broadcasts, or transmission of recorded material. Additional situations may apply. If you are using unlimited voice service for anything other than stated as appropriate, Cellcom reserves the right to terminate your service. Messaging and Data Services: 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/211P. Sending and receiving picture messages may deduct from your data allowance. Keep Your Data: Unused data from your monthly shared data plan allowance carries to the next consecutive bill cycle. Unused data that carried over to the next consecutive bill cycle automatically expires after one bill cycle and with any plan/account changes (such as changing shared data plan amount and switching primary lines on account). During a bill cycle, Keep Your Data is used after your monthly shared data plan allowance for that cycle. Not all data received can be carried over. Usage Controls: It may take up to 60 minutes for changes to usage control settings to take effect. Use 10 days in system reporting, actual data usage may take up to 24 hours to register and you may exceed the usage limit set before data usage is blocked or a warning received. Overage charges will apply to any usage over your shared data plan allotment regardless if you have Usage Controls on your account. 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 available 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) 236-0955. 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 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 cellcom.com/fees for details.

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 5:59 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), CALA (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.

Plans for First Responders



Data Only Plans

Options	Monthly Charge	Overage
5GB	\$25	\$5/GB
20GB	\$35	\$5/GB
Unlimited	\$39	N/A

Unlimited Smartphone Plans

Options	High Speed Data Allotment	Video Quality	Price
Basic Unlimited	5GB	480p	\$25
Unlimited	10GB	480p	\$35
Unlimited +	25GB	720p	\$40



Includes:

- Unlimited nationwide talk, messaging and data
- Tethering/mobile hotspot
- Pricing available with any agreement type

Contact a Cellcom Business Representative at [844-882-0074](tel:844-882-0074) to learn how Cellcom's services can keep you connected.



Important Information: A device compatible with Cellcom's network is required. Customer must maintain a billing address within Cellcom's licensed market to be eligible for service. Cellcom reserves the right to terminate service if less than seventy-five percent (75%) of the customer's usage is in Cellcom's licensed market during any three month period during the term of this Agreement. Unlimited Plans are available for any government entity that conducts and delivers public safety services. The agency or department must be the financially responsible party on the plan. 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. Calls originating outside of the home area are subject to roaming and long distance charges. Cellcom reserves the right to deactivate any voicemail box that has not been initialized within 60 days of activation or any voicemail box that has not had any messages deposited for over 60 days. Minute usage applies while calling into voicemail box. Call Forwarding includes 60 minutes of forwarding to a non-Cellcom exchange per month. Voice services, including 911, are not available on mobile broadband or tablet devices. See sales representative for details. To place an international call, you must dial 011, the country code and the number for the international call. International long distance rates apply in addition to plan minutes or airtime charges when calling from your home calling plan area. While roaming, international long distance rates apply in addition to standard long distance and roaming charges. Rates are subject to change without notice. Unlimited Voice services are for live dialog between two individuals, voicemail, and automated services without additional charges. Unlimited voice service may not be used for conference calling, call forwarding, monitoring services, data transmission, transmission of broadcasts, or transmission of recorded material. Additional situations may apply. If you are using unlimited voice service for anything other than stated as appropriate, Cellcom reserves the right to terminate your service. Messaging and Data Services: 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. Sending and receiving picture messages may deduct from your data allowance. Data use allowance and overage rates depend on the service plan selected. Data Plan: Cellcom reserves the right to switch customer to another data plan if less than seventy-five percent (75%) of the customer's overall data usage are used in Cellcom's licensed market during any three month period during the term of this agreement. Data speeds on the Smartphone Unlimited Plans will automatically slow to 200 – 500 Kbps when each line reaches its high speed data allotment. Smartphone Unlimited Plan Video Quality: For content we can identify as video, the maximum video quality will be 480p on the Basic Unlimited and Unlimited Plan, and 720p on the Unlimited Plus plan. Video is capped at this amount regardless of network device is accessing (for example 4G LTE). Ability to stream, video resolution, speed, and other data usage are not guaranteed, may vary, and be impacted by a variety of other factors. 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. 15 Day Guarantee: If for any reason you're not completely satisfied with Cellcom's service, simply return the equipment within 15 days of purchase for a full refund of equipment. The line set up fee and any unused airtime are non-refundable. You may be subject to a restocking fee. For additional details, see 15 day return policy brochure. 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, collected and not retained by the carrier, may vary and are subject to change without notice. See retail location or www.cellcom.com/ fees for details.

Business Premium Unlimited Plan

Additional Included Features:

- Choose the Unlimited Plan that fits your business needs.
- No data overages... ever!
- Mobile Hotspot is included.
- Unlimited international messaging.**

** See cellcom.com for international messaging details.

Create Your Business Premium Unlimited Plan

Enjoy unlimited talk, messaging, and data.

Accounts with Phones

Unlimited Options	Small	Medium	Large
Number of Smartphones on the account	Monthly charge per device*		
1 Smartphone	\$65	\$67	\$75
2 Smartphones	\$55	\$60	\$65
3 Smartphones	\$42	\$47	\$55
4 Smartphones	\$35	\$40	\$45
5+ Smartphones	\$32	\$35	\$40
High-Speed Data Allotment**	6GB	25GB	50GB
5G Access^^	Included	Included	Included
Wi-Fi Calling^^^	Included	Included	Included
Video Quality	480p	480p	720p

* Pricing does not include \$5/line/month autopay (checking and savings accounts only) and paperless bill discount for smartphones only. Pricing is available with Flex, upon completion of a 2-year service agreement, paying full price for device, or bringing own device on the Business Premium Unlimited Plan. Paying full price for device or bringing own device requires a new line activation or completion of existing 2-year service agreement. Customers with a smartphone in a 2-year service agreement will pay an additional \$20 monthly charge until the 2-year service agreement has been satisfied. Monthly charges do not include Flex monthly device installments. Price varies by device. See cellcom.com/flex for details.

^^ 5G-capable device required to experience 5G. 5G coverage not available in all areas. Visit Cellcom.com/map for details.

^^^ Wi-Fi Calling capable device required.

Unlimited Options for Additional Devices

High-Speed Data Allotment**	3GB	10GB	20GB
Device	Monthly Charge Per Line		
Tablets	Not Available	\$20	\$30
Mobile Broadband	Not Available	\$20	\$30
Connected Devices	\$10	\$20	\$30
Smartwatch	\$10	\$20	\$30
Basic Phones	\$20	Not Available	Not Available

Plan Add-Ons Add the following services to your Unlimited Plan.

Optional Services

Spartan Camera Premium^	\$4.00/month
MiFleet Drive with Roadside Assistance^	\$10.00/month
MiFleet Business^	\$15.00/month
MiFleet Business+^	\$20.00/month
Nquire/411 Directory Assistance	\$1.99/per use
Call Forwarding	\$0.99/month
Detail Billing	\$2.99/month
Roadside Assistance	\$3.95/month

^ Requires connected device monthly charge.

Important Information

Device 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. Calls originating outside of the home area are subject to roaming and long distance charges. Cellcom reserves the right to deactivate any voicemail box that has not been initialized within 60 days of activation or any voicemail box that has not had any messages deposited for over 60 days. Minute usage applies while calling into voicemail box. Call forwarding includes 60 minutes of forwarding to a non-Cellcom exchange per month. Voice services, including 911, are not available on mobile broadband or tablet devices. See sales representative for details. To place an international call, you must dial 011, the country code and the number for the international call. International long distance rates apply in addition to plan minutes or minute charges when calling from your home calling plan area. While roaming, international long distance rates apply in addition to standard long distance and roaming charges. Rates are subject to change without notice. The International Premium Calling Package has a monthly feature charge in addition to standard international long distance rates. Unlimited Voice services are for use on any device that is not individually billed and automatically changes. Unlimited voice service may not be used for conference calling, call forwarding, monitoring services, data transmission, transmission of broadcast, or transmission of recorded material. Additional situations may apply. If you are using unlimited voice service for anything other than stated as appropriate, Cellcom reserves the right to terminate your service. Wi-Fi Calling allows you to make and receive calls over any Wi-Fi connection. To use Wi-Fi Calling you must activate the feature on your smartphone, accept these Terms and Conditions and enter a physical U.S. address (no P.O. Boxes) when you want emergency service sent to if you call 911. You must also have Internet access through your device's Wi-Fi connection. Any Wi-Fi call made to a U.S. number will be treated as a domestic call, no matter where the call originates. Any Wi-Fi call made to a non-U.S. number will be treated as an international call. If you lose your Wi-Fi or Internet connection while on a call, your call may drop. You can disable Wi-Fi Calling by disabling it in your smartphone settings. If you leave Wi-Fi coverage your call will switch to cellular automatically if you are in a supported coverage area and VoLTE is enabled on the device. If you leave Wi-Fi coverage and are in a 3G-only area the call will drop. Messaging and Data Services: 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, sending and receiving picture messages may deduct from your data allowance. Data Plan: Cellcom reserves the right to switch customer to another data plan if less than seventy-five percent (75%) of the customer's overall data usage are used in Cellcom's lowest market during any three month period during the term of this agreement. Data speeds will automatically slow to a maximum of 512 Kbps for the remainder of the bill cycle when each line reaches its high-speed data allotment. Autopay (checking and savings accounts only, no credit or debit cards) and paperless bill (email confirmation required to be signed up for paperless bill) required for the discounted rate of \$5 per month per smartphone line on the Business Premium Unlimited Plan. Video Quality: For content we can identify as video, the maximum video quality will be 480p for smartphones on the Small and Medium Unlimited plans and all other devices, and 720p for smartphones on the Large Unlimited plan. Video is capped at this amount regardless of network device or accessing (for example 4G LTE). Ability to stream, video resolution, speed, and other data usage are not guaranteed, may vary, and be impacted by a variety of other factors. Usage Control: It may take up to 60 minutes for changes to usage control settings to take effect. Due to delays in system reporting, actual data usage may take up to 24 hours to register and you may exceed the usage limit set before data usage is blocked or a warning received. 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) 236-0955. Geographic terrain, weather conditions, and type of equipment may affect cellular coverage. Wireless service is subject to technological limitations, including capacity and tower availability. 15-day guarantee: If for any reason you are not completely satisfied with our service, simply return the equipment within 15 days of purchase for a full refund of equipment. The line set up fee and any unused airtime are non-refundable. You may be subject to a reconnection fee. For additional details, see 15-day return policy brochure. Taxes 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 Public Safety Protection fee charged on all service lines. The amount or range of taxes, fees and surcharges, collected and not retained by the carrier, may vary and are subject to change without notice. See retail location or www.cellcom.com/fees for details.



Accounts with No Phones

Unlimited Options for First Device

High-Speed Data Allotment**	3GB	10GB	20GB
Device	Monthly Charge for First Device Line*		
Tablets	Not Available	\$60	\$70
Mobile Broadband	Not Available	\$60	\$70
Connected Devices	\$25	\$60	\$70

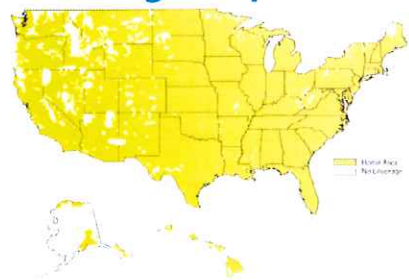
Unlimited Options for Additional Devices

High-Speed Data Allotment**	3GB	10GB	20GB
Device	Monthly Charge for Additional Devices*		
Tablets	Not Available	\$20	\$30
Mobile Broadband	Not Available	\$20	\$30
Connected Devices	\$10	\$20	\$30

* If there are no smartphones or basic phones on the Business Premium Unlimited Plan, one device will be charged the first device line pricing. If a tablet or mobile broadband device is on the plan, it will always receive the first device line charge vs. connected devices.

** Data speeds will automatically slow to a maximum of 512 Kbps for the remainder of the bill cycle when each line reaches its high-speed data allotment.

Coverage Map



International Long Distance & Text

International Dialing	pay per minute**
International Discount Calling	\$5/month/line
Unlimited calls to Canada and Mexico and a discount per minute long distance rate to other countries.	

** Refer to cellcom.com for current long distance rates by country and international roaming options.

EXHIBIT B

Cellular Telephone Equipment and Service Agreement

WIRELESS SOLUTIONS FOR

City of Manitowoc



Pete Kiefer

(920) 323-7502

peter.kiefer@cellcom.com

July 22, 2022

Cellcom[®]

Cellcom's Differentiating Factors

- **Dedicated wireless account representative based out of Manitowoc**
Cellcom assigns a local dedicated Business Account Representative to all business accounts, no matter what the size. This representative can address any issue that may arise with the customer's account, from equipment issues to billing questions.
- **Responsive onsite service for business accounts**
Your dedicated Cellcom representative will provide you with fast, responsive (usually same day) onsite service for all your cellular needs. This eliminates any need to travel to a retail store, saving you time and money.
- **Authorized wireless provider for the Manitowoc Chamber of Commerce**
As a local company, Cellcom knows the importance of supporting the local economy. For this reason, Cellcom has partnered with many local associations as their preferred wireless provider and passes on additional savings to their members.
- **Pricing solutions that maximize your communication dollars.**
Cellcom offers a variety of structured rate plans that can be built for your needs. We offer shared data plans with unlimited minutes, equipment installment plans, and traditional minute plans. Cellcom will work with you to find the most cost-effective solution for your communication dollars.
- **Feature-rich selection of wireless handsets from leading manufacturers.**
Cellcom offers a large variety of devices from the leading manufacturers in the cell phone industry, from the latest smartphones to rugged phones that are guaranteed for three years not to break.
- **Optimize wireless calling plans as your business grows.**
With Cellcom, you are never locked into a plan. We will change your plan as the wireless needs of your business change, and we will do it without any penalties or fees.
- **Live 24/7 customer service staffing to take care of your needs.**
Dial 611 on your Cellcom phone and a live person in DePere, WI answers.



Vendor Service Support

Account Representative – Pete Kiefer

peter.kiefer@cellcom.com

(920) 323-7502

To make the interface with Cellcom as simple and straightforward as possible for our customers, the account is assigned an Account Representative responsible for the overall management of the business relationship. This representative is accountable for the resolution of any issue or need presented, to the customer's satisfaction. Additionally, this representative will keep the customer informed of the status of the account, as well as any new programs, products and services developed by Cellcom that could be of value to the customer.

Sales Support Specialist – Sara Derenne

Sara.Derenne@cellcom.com

(920) 323-7502

The Sales Support Specialist can assist the customer on a day-to-day basis, facilitating changes including, but not limited to: equipment changes, management reports, billing questions and more.

Cellcom Customer Care

(800) 236-0055 or *611 on the Cellcom Network

Cellcom's Customer Care Division is a local call center available 24 hours a day, 7 days a week. A single toll free number (800-236-0055) will connect the customer with a Cellcom Customer Care Representative.

Website - www.cellcom.com

Other Contacts

Jeff Arps – Business Sales Manager

(920) 419-6000



Monthly Service Charges

Current Plans

Rate Plans	Quantity	Line Access	Monthly Access
Government Unlimited Plan			
Smartphones - 10 GB Unlimited	1	\$ 35.00	\$ 35.00
Smartphones - 5GB Basic Unlimited	61	\$ 25.00	\$ 1,525.00
Mobile Broadbands - Unlimited	28	\$ 39.00	\$ 1,092.00
Business Share Plus Plan			
Mobile Broadbands	6	\$ 10.00	\$ 60.00
Tablets	38	\$ 10.00	\$ 380.00
Cameras	2	\$ 5.00	\$ 10.00
25GB Shared Data Package	2	\$ 99.75	\$ 199.50
US America 700 Plan			
Basic - Primary	3	\$ 39.96	\$ 119.88
Basic - Secondary	11	\$ 9.95	\$ 109.45
Regional Government Plan			
Basic	10	\$ -	\$ -

Monthly Access (does not include taxes and fees) \$ 3,530.83

Proposed Plans

Rate Plans	Quantity	Line Access	Monthly Access
Government Unlimited Plan			
Smartphones - 5GB Basic Unlimited	62	\$ 25.00	\$ 1,550.00
Mobile Broadbands - Unlimited	16	\$ 39.00	\$ 624.00
Business Share Plus Plan			
Mobile Broadbands	6	\$ 10.00	\$ 60.00
Tablets	38	\$ 10.00	\$ 380.00
Cameras	2	\$ 5.00	\$ 10.00
25GB Shared Data Package	2	\$ 99.75	\$ 199.50
Business Premium Unlimited Plan			
Mobile Broadbands - 10GB Unlimited	12	\$ 20.00	\$ 240.00
US American 700 Plan			
Basic - Primary	3	\$ 39.96	\$ 119.88
Basic - Secondary	11	\$ 9.95	\$ 109.45
Regional Government Plan			
Basic	10	\$ -	\$ -

Monthly Access (does not include taxes and fees) \$ 3,292.83

Monthly Savings: \$238.00



Customer Incentives

- City of Manitowoc will receive \$3,300 account credit on day 31 after signing agreement.
- City of Manitowoc will receive free activation of new phones, a value of \$30 per device.
- City of Manitowoc will receive 50% off accessories up to \$30 and \$15 off any accessories over \$30.

