#### 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. <u>Services</u>. 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 <u>Exhibit A</u> 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 <u>Exhibit B</u> which shall also govern the availability of the services on each Line.
- B. <u>Flex Plan Lines Not Eligible</u>. 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. <u>Monthly Service Charges</u>. Each Line maintained by Customer pursuant to this Agreement shall incur a monthly service charge as identified in <u>Exhibit A</u>.
- 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 <a href="Exhibit A">Exhibit A</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 <a href="Exhibit A">Exhibit A</a>.
- C. <u>Payment</u>. 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. <u>Initial Term</u>. 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. <u>Renewal Term</u>. 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. <u>Termination</u>. This agreement may be terminated prior to the end of the Initial Term, or Renewal Term if applicable, as follows:
    - i. <u>Automatic Termination</u>. 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.

<u>Default</u>. 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. <u>Mutual Agreement</u>. 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.

ii.

- i. <u>Termination of Lines</u>. 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. <u>Effect of Non-Renewal of Agreement</u>. 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 refer	enced herein, shall co	onstitute the entire agreement between the parties and no term or condition
contained herein	or therein may be m	nodified or waived, except in writing signed by an authorized representative of
Cellcom	-	

- B. <u>Stolen or Lost Equipment</u>. 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. <u>Notices</u>. 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

If to Customer:

City of Manitowoc

900 Quay Street

Manitowoc, WI 54220

D. <u>Conflict of Terms and Conditions</u>. 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

Ву:		
	Its	
CUSTOMER		
Ву:		
	Its	

#### EXHIBIT A

#### **Rate Plan and Line Features**

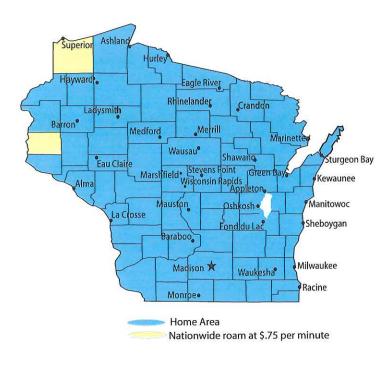
#### **Regional Government Plan**

**Unlimited Domestic Incoming Messages** 

connect

employee made easy Included





#### **Included Features**

- FREE Nationwide Long Distance
- FREE Voicemail
- FREE Caller ID
- FREE Call Waiting
- FREE 3-Way Calling
- FREE Domestic Incoming Quik TxT 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 are toll free. Calls originating 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.

Regional Government Plan, 11/201

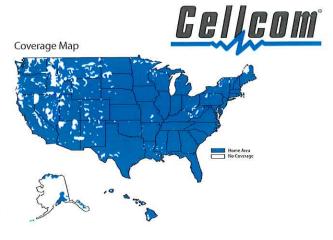
#### **Business Share Plus Plan**

#### 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.



STEP 1: Choose your Data Pa						
<b>Plan Options</b> for up to 10 devices per p	oackage					
Shared Data	500MB	1GB	3GB	6GB	10GB	15GB
Monthly Data Charge	\$20	\$25	\$40	\$55	<sup>\$</sup> 70	\$80
Plan Options for up to 25 devices per	oackage					
Shared Data	25GB		35GB	450	GB	55GB
Monthly Data Charge	<sup>\$</sup> 105		<sup>5</sup> 160	\$20	)5	\$250
Plan Options for up to 50 devices per	oackage		ماحينات			
Shared Data				750	GB	100GB
Monthly Data Charge				\$34	10	\$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/m	o.	

\*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 Fleet for Vehicles/Assets §15.00/month §10.00/month Fleet for Smartphone §20.00/month Fleet Mobile Worker Usage Controls\* - each line \$0.99/month

\$6.95/month MultiRing Nguire/411 Directory Assistance §1.99/per use Call Forwarding 50.99/month **Detail Billing** 50.99/month **Handset Protection** refer to eSecuritel brochure

#### International Long Distance & Text

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

\* 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.

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

Important Information An 1911 completed CDMA phose, compatible with Cilcoms retwork, is required. Custemer must maintain a Billing address within Cilcoms factored maintain a Billing address within the Cilcoms factored maintain and the Cilcoms factored maintain a Billing address within the Cilcoms factored maintain and the Cilcoms factored maintain a BUSISTO PHUS 2/2017

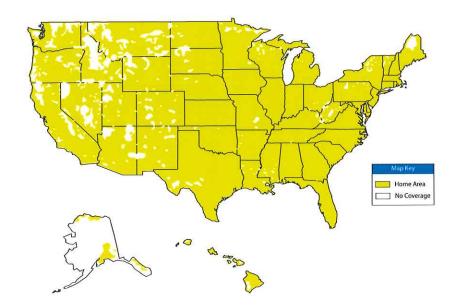
<sup>\*</sup>Visual Voicemail available on select devices.

<sup>\*\*</sup>See cellcom.com for international messaging 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			—— u	NLIMITE	D		
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-COMA 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. Alight 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 in the home area are toll free. Cells originating in the home area are toll free. Cells originating in the home area are toll free. Cells originating in the home area are toll free. Cells originating or to the home area are toll free. Cells or signaling and terminating outs are are to the cell of the home area are toll free. Cells or signaling and terminating outs are are subject to roaming and long distance charges. See sales representative for details. Cellcom reserves the right to deactivate any work or mailbox that has not been initialized activation or any mallbox that has not been initialized activation or any mallbox that has not been initialized activation or any mallbox that has not been initialized activation or any mallbox that has not been initialized activation or any mallbox that has not been initialized activation or any mallbox that has not been initialized activation or any mallbox that has not been initialized activation and that the cell or any mallbox that has not been initialized activation or any mallbox that has not been initialized activation or any mallbox that has not been initialized activation or any mallbox that has not been initialized activation or any mallbox that has not been initialized activation or any mallbox that has not been initialized activation or any mallbox that has not been initialized activation or any mallbox that has not been initialized activation or any mallbox that has not been initialized activation or any mallbox that has not been initialized activation or any mallbox that has not been initialized activation or

#### Plans for First Responders



#### **Data Only Plans**

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

#### **Unlimited Smartphone Plans**

Options	High Speed Data Allotment	Video Quality	Price
Basic Unlimited	5GB	480p	<b>\$25</b>
Unlimited	10GB	480p	\$ <b>35</b>
Unlimited +	25GB	720p	<sup>\$</sup> 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 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 and terminating outside the home area are may be subject to long distance charges. Cells of subject to long distance charges and so in the home area are usage to subject to long distance charges. Cells of services the right to describate any voicemal 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, incurranges when 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 were in individuals, voicemail, and automated services without additional charges. Unlimited voice service may not be used for conference calling, call forwarding, monitoring services, data transmission of broadcasts, or transmission of recorded between two individuals, voicemail, and automated services with the sunders of the pata Acceptable Use Policy located at www.cellcom.co 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%) 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 4890 on the Basic Unlimited Plan, and 720p on the Unlimited Plan, and 720p on the Unlimited Plan 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 overeage areas and adversely impact the consumer. In all other situations, a notice will be given. Rate maps indicate where rates apply and may not deplot actual service availability or wireless coverage. Coverage areas depicted are approximate. To inquire about specific service availability or wireless coverage. Coverage areas depicted are approximate. To inquire about specific service availability or wireless coverage. Coverage areas depicted are approximate. To inquire about specific service availability or wireless service is subject to technological limitations, including capacity and tower availability. To Day Guarantee: If for any reason you're not completely satisfied with Cellcom's service, simply return the equipment within 15 days of gurchase for a full refund of equipment. The line set up fee and any unused aritime 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, airlime, 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 f 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	Mon	thly charge per dev	ice*
1 Smartphone	\$65	<sup>\$</sup> 67	\$75
2 Smartphones	<sup>\$</sup> 55	\$60	<sup>\$</sup> 65
3 Smartphones	\$42	547	\$55
4 Smartphones	<sup>\$</sup> 35	<sup>5</sup> 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

<sup>\*</sup> Prixing does not include \$5/line/month autopay (checking and savings accounts only) and paperless bill discount for smartphones only. Pricing is available with Fiex, upon completion of a 2-year service agreement, paying full price for device, or binning own device on the Business Premium Unlimited Plan - Yawing full price to device or binning own device can ever be active as 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. Frice varies by device.

#### **Unlimited Options for Additional Devices**

Timited options	J IOI / Idditi	Olidi Device	
High-Speed Data Allotment**	3GB	10GB	20GB
Device	Mo	nthly Charge Pe	Line
Tablets	Not Available	\$20	\$30
Mobile Broadband	Not Available	\$20	<sup>5</sup> 30
Connected Devices	<sup>5</sup> 10	<sup>\$</sup> 20	\$30
Smartwatch	<sup>5</sup> 10	<sup>5</sup> 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^	\$ <b>4.00</b> /month
MiFleet Drive with Roadside Assistance <sup>^</sup>	\$10.00/month
MiFleet Business^	\$15.00/month
MiFleet Business+^	\$ <b>20.00</b> /month
Nquire/411 Directory Assistance	<b>\$1.99</b> /per use
Call Forwarding	\$ <b>0.99</b> /month
Detail Billing	\$ <b>2.99</b> /month
Roadside Assistance	\$3.95/month

Requires connected device monthly charge.



#### **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	<sup>5</sup> 60	\$70	
Connected Devices	\$25	\$60	\$70	

#### **Unlimited Options for Additional Devices**

High-Speed Data Allotment **	3GB	10GB	20GB
Device	Monthly Charg	ge for Addition	al Devices*
Tablets	Not Available	\$20	\$30
Mobile Broadband	Not Available	\$20	\$30
Connected Devices	\$10	\$20	\$30

<sup>&</sup>quot;If there are no smartphones or basic phones on the Business Fremium Unlimited Plan, one desice will be charged the first device line picking. If a tablet or mobile broadband device is on the plan, it will always receive the first device line charge vs. connected devices

#### **Coverage Map**



## International Long Distance & Text International Dialing pay per minute\* International Discount Calling Unlimited calls to Canada and Mexico and a discount per minute long distance rate to other countries.

Impatibilit Information
A desixe compatible with Elkom's networks is required. Affiling is billed in Gueccord interments. Plan minutes only apply when you are in your calling plan's designating and termnating and termnating in the home area are tell fixe. Calls originating and termnating and the more area are unlighted to assoring and long distance charges. Cells originating and termnating and the home area are unlighted to some and area of forwarded by the control of the home area are unlighted to some and area of the control of the home area are unlighted to some and area of the control of the home area are unlighted to some and area of the control of the home area are unlighted to some and area unlighted to some and area of the control of the home area are unlighted to some and area of the control of the home area are unlighted to some and area of the control of the home area are unlighted to some and area of the control of the home area are unlighted to some and area of the control of the home area are unlighted to the control of the home area are unlighted to the area without a control of the home area are unlighted to the area of the control of the home area are unlighted to the area of the control of the home area are unlighted to the area of the control of the home area are unlighted to the area of the control of the home area are unlighted to the area of the control of the c

<sup>\*\*</sup> Data speeds will automatically slow to a maximum of \$12 Kbps for the remainder of the bill cycle when each line reaches its high-speed data all structures.

<sup>\*</sup>Refer to cellrom com for current long distance rates by country and international roaming options.

#### EXHIBIT B

Cellular Telephone Equipment and Service Agreement

# TERMS AND CONDITIONS OF SERVICE

These terms and conditions for Wireless Service ("Services"). Cellular Telephone Equipment, and/or Wireless Devices ("Equipment") is between Nightre Wireless, LLC., a Wisconsin corporation with its principal place of business at 1580 Mid Valley Drive PD 80X 5370, De Pere, Wisconsin 54115 (d/lb/a and hereinafter referred to as "Celicom"), and the party whose name(s) appear on the agreement (the "Customer").

### 1. EFFECTIVE DATES

become effective on the date the agreement

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 coints. If Customer's dissatisfied with the quality or quantity of the goods received, Customer shall make Customer's objections thereto in writing and mail by certified or registreed, return receipt requested mail, addressed to Cellcom at its address as set forth above, within fitteen (15) days of delivery of such Equipment. Absent provision of such notice of dissatisfaction by Customer, Customer Areteby agrees and acknowledges that the quantity and quality of the goods provided by Cellcom conform to terms of this Agreement and are satisfactory.

8. Services. Services hereunder shall only be available to Equipment properly equipped and installed to accept such Services. 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 curtailed, without notice, due to Equipment modifications, upgrades, relocations, repairs or similar activities necessary for the proper or improved operations of the system.

C Comman Provisions. Each financially responsible individual, business, or entity identified on the agreement hereof shall be pinitly and severally responsible for payment of all leadulpment purchase charges, all service charges and soll coll charges reposible for payment of all charges the payment of a classification of the call of the call is incoming or outgoing and whether and is not of the call of the call of the call is incoming or outgoing and whether and is not of callcoms; sinkle area. Neither the call is incoming or outgoing and whether asket or local law, nor shall the same be used in such manner as to unreasonably interfers with the use of the Services by one or more other customer call and in the same be used in such manner as to unreasonably interfers with the use of the Services by one or more other customer.

## 3. LIABILITY DISCLAIMER AND INDEMNIFICATION.

A EQUIPMENT CUSTOMER ACKNOWNEDGES THAT CELLCOM IS NEITHER THE MANUFACTURER NOR THE AGRINT OF THE MANUFACTURER OF THE EQUIPMENT PROVIDED HEREINDER CUSTOMER ACKNOWNEDGES AND FACES THAT CELLCOM MAKES NOW MERCEN OWNERS NEITHER PROVIDED HEREINDER CUSTOMER ACKNOWNEDGES AND DAGRES THAT CELLCOM MAKES NOW MERCEN OWNERS NOW FROM THE IMPLIANCE OF MERCHANTIAN CONTROL OF A PRINCIP CELLCOM MECHANISM OF MERCHANTES OR INFORMER THAT WAS DEPORTED WARRANTICS OF MERCHANTIAN CONTROL OF THE MECHANISM CONTROL OF THAT THE MECHANISM OF THAT THAT THE MECHANISM OF THAT THAT THE MECHANISM OF THE MECHANISM OF THAT THAT THE MECHANISM OF THE MECHANISM

B EQUIPMENT REPAIRS, CUSTOMER ACKNOWLEDGES THAT CELLCOM IS UNDER NO DUTY OR OBLIGATION TO PERFORM ANY SERVICE MAINTENANCE, OR REPAIRS (CULLECTIVELY) REPAIRS? OF THE EQUIPMENT PROVIDED HEREUNDER, NOR DOES THIS AGREEMENT CREATES SCHE AD DUTY OR OBLIGATION. NOTWITH THE TENEY AND MOTHER PROVIDED HEREUNDER, NOR DOES THIS AGREEMENT CHARLES OF THE TENEY AND CONDITIONS OF AN GREENENT FOR SUCH REPAIRS, IN THE ENERNIS OF THE TENEY AND CONDITIONS OF AN CREATE THAT CREATE AND CONDITIONS OF AN CREATE THAT CREATE THAT

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

The person of damage to property resulting from any negligent or unintentional acts or omissions of Celicom, its employees, agents or other, in the person or damage to property resulting from any negligent or unintentional acts or omissions of Celicom, its employees, agents or other and the person or 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 other person or entity for any failure of syndisty, incident special, incidentally consequential damages of any kind sustained by Customer or any other person or entity for any failure of customer's Equipment, for the nability of Celicom to promptly a properly repair customer's Equipment, for any interruption of any Service now or needs by constant or for the loss of any transmission or the information contained therein.

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

## 4. TERMINATION OF SERVICE.

A Customer may reminate this Agreement prior to the excitation of the Agreement term specified on the agreement hereof by delivering written notice to Cultom of Customer's injection to terminate this Agreement and the effective date of such termination (which which whic

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 marker, or (3) Customer utilizes less than fifty percent (569) of Customer's overall minuter of airtime within cellcom's licensed marker during any three Service its reasonably suspected of being used in a failed or other manner that causes or is fikely to cause any form of harm to Cellcom or any other person, or (5) Customer committs or assists a third party in committing cellular or subscriber fraud. Cellular fraud is defined as the unauthorized use, tampering, or manipulation of Equipment to rservice and specifically includes acts of cloning (i.e., the manipulation of Equipment to rservice and specifically includes acts of cloning (i.e., the manipulation of Equipment to reprogram the Equipment to transmit the electronic serial numbers and telephone number belonging to other devices). Subscriber fauld is defined at the initialization or use of wireless services using fraudulently obtained customer information of fake identification.

In the event Celcom, in its sole discretion, undertakes litigation or collection efforts against Customer to enforce the terms of this Agreement, and Celkorm prevalls in such efforts. Customer, shall be responsible for elembure Cellorin for all octs and exponses including actual attomages free, incurred by Celicom 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 Celicom 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 Guistomer's Service is suspended due to nonpayment or other violations of the terms of this Agreement by Guistamer. Upon Guistomer'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.

A. Celicom 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 commershing this 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 cracilt 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-and the terms of the Agreement set forth in the Termination of Service paragraphs, will apply. Upon request, all amounts than owed to Celicom (Including the Service Cancellizion, Change and any amounts that appear on the final invoices 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 the Service Cancellation Charge).

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

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

## 6. RATES AND CHARGES.

A. Customer acknowledges that it is responsible to pay to Cellcom all 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 or calls billed to Customer's access number. Such charges are in addition to the charges for Service usage. Each partial munute of alimine shall be billed as a full minute unless otherwise moterate 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.

Except as may be prohibited by law, Cellcom reserves the right to amend the terms and conditions of the agreement the Customer has signed including, but not limited to, Customer is rate plan and rates changed to Customer under applicable rate plans, upon notice to customer and the expiration of a thirty (30)-day objection period afforced to Customer, If after receiving any such notice from Cellcom, customer desires to terminate the Agreement due to at the proposed amendments), customer shall, within thirty (30) days of receipt of Cellcoms, continued the customer shall, within thirty (30) days of receipt of Cellcoms and the Agreement and customer shall, within thirty (30) days of receipt of Cellcoms and the Agreement and the customer shall be decired to sustomer will not be assessed an early termination fee. Norwithstanding, if Customer of itemination, upon such termination by Customer will not be assessed an early termination fee. Norwithstanding, if Customer of Cellcoms in the customer shall be deemed to a cellcom the customer of the customer of the customer of the customer shall be deemed to a cellcom the customer of the customer

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 valetiern, excise and use taxes, or any tax in lieu thereof or in addition thereto, imposed by any local, state, or referred soverment or governmental agency with respect to the Services, or with respect to services provided to customers, excepting only taxes on the income of Celicom. In addition, there may be added to any charges, additional charges to reimburse Celicom for its reasonable and necessary costs and expenses incurred in maintening compilance with regulatory requirements imposed by any local, state, or federal government or governmental agency having jurisdiction over Celicom.

D. In the event Customer accesses or uses Cellcom's messaging 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 imited to, the amount of data associated with a particular service (applications, messaging etc.), additional data usage in accessing, transporting and outing 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 messaging or data services shall be in addition to any charges specified in Customer's relate particular the messaging of data services shall be in addition to any charges specified in Customer's relate particular the amount of earliest in the services to or use of the messaging and addition of our utilization of cellcom's messaging or data services, customer access to or utilization of cellcom's messaging or data services or actual usage may not be an accurate predictor of actual usage. Data usage is measured and billed in flobyte increments per cells for the carried over to subsequent monthly billing cycles, customer may not receive voice calls while using data services, Customer may have access to "Fremium Services" that are available for an addition of charge (e.g., applications - other items), customer will be billed for Premium Service bownloads on the charges as specified at purchase. Subject to the terms of the content purchase, delicom may delete premium and man-premium items downloads to any storage areas Cellcom may provide, including any pattures, garnes and other content. We may limit the amount of Premium Services you may purchase in a specific thereframe (month, week, day or other period). We may terminate services without notice to any pattures, garnes and other content. We may limit the amount of Premium Services you may

E. When 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 may not receive Customer's fund. check back from Customer's financial institution.

## 7. MISCELLANEOUS PROVISIONS.

A. Entire Agreement. These terms and conditions, together with all agreements 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 walved, except in writing signed by an authorized representative of Celicom. The acceptance by Celicom of any payment after it shall become due shall not constitute or be constitute as a walver of any or all of Celicom's rights hereunder.

B. Assignment and interpretation. These terms and conditions shall be binding upon and inure to the benefit of the helis, representatives, successors and assign of the parties hereo, provided, however, that Customer may not assign this Agreement and all lights or obligations hereunder, and assign of the form of the state of the state of wisconsin.

C. Severability. The invalidity of any portion of any provision of these terms and conditions shall not affect the validity of the remainder of the

C. Severability. The invalidity of provisions hereof.

D. Senice Fee, Customer will be billed monthly for Service pursuant to the terms of Celicom's current Service price list pursuant to the applicable pricing package, Customer may change to other pricing plans available to existing customers; but the term of this Agreement will remain unchanged under 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 is hall have the right to apply all or any part of the security deposit to the outstanding balance on Customer's or neuests, in writing delivered prior to the expiration or termination of this Agreement, Cellcom shall refund the security deposit to Customer' if the following conditions are melt:

1) Customer paid to Cellcom Customer's monthy invoices in a full and timely fashion in accordance with the terms of this Agreement and Cellcom's projects for a predict of not less than twelve (12) consecutive months; and

2) Customer's most received a verged or written nequest for the pethod. (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 authority. Customer remains responsible for paying all charges incurred or request for redict against such charges must be in writing, accompanied received by Celicom before the date when payment for such charges is due. or stolen Equipment to Celicom and to an appropriate law I on the stolen or lost Equipment prior to the notification to by a police report verifying law enforcement notification. v enforcement o Cellcom. Any i, and must be

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

# WIRELESS SOLUTIONS FOR

City of Manitowoc



Pete Kiefer

(920) 323-7502

peter.kiefer@cellcom.com

July 22, 2022



## 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	\$	8 <del>=</del> 8	\$		

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

**Proposed Plans** 

1 Toposcu Tialis								
Rate Plans	Quantity	Line	Access	Mont	hly 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



3,530.83

#### **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.

