



STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 1

CONTRACT #: MA3696

Starting Date: Unchanged

Expiration Date: Unchanged

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and USCC Services, LLC (Referred to as CONTRACTOR).

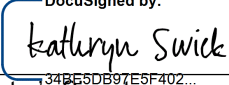
BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

Attachment G: Plan Description attachment is replaced with the attached.

Effective Date of Amendment: as of the last signature date below.

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR		STATE OF UTAH	
DocuSigned by: 	11/3/2021 8:59 AM CDT	DocuSigned by: 	11/3/2021 1:00 PM CDT
Contractor's Signature	Date	Director, State of Utah Division of Purchasing	Date
Kathryn Swick		Christopher Hughes	
Contractor's Name (Print)		Director of Purchasing	
Director of Business Sales Operations& Enablement		Director of Purchasing	
Title (Print)			

For Division of Purchasing Internal Use			
Purchasing Agent	Phone #	E-mail Address	Contract #
Solomon Kingston	801-957-7142	skingston@utah.gov	MA3696

C21-3 Wireless Voice, Data, and Accessories
Attachment G: Plan Coverage
Carrier lists every plan and feature available under the NASPO ValuePoint contract, and provides full details of the plan or feature.
Fill in each column for each plan or feature included. Enter "not applicable" or "N/A" for any column that does not apply to a specific plan or feature.
Plans used in the Officers submission. Attachment C are to be entered on this attachment.

Plan # of Feature #	Plan or Feature Description	Monthly Cost Before Discount	Discount Percentage	NASPO ValuePoint Monthly Cost (net of discount)	One time Cost Amount	Description of One Time Cost	Details of Plan														Details of Add On Features										Plan or Feature Rules & Restrictions	Available to new Users Currently	
							Voice					Data					Messaging				Equipment					Details of Add On Features							
							anytime minutes included	nights / weekend minutes included	provider to provider minutes included	cost per minute - overage - any time	cost per minute - overage - night / weekend	cost per minute - overage - provider to provider	Pooled	measurement for billing	qty included	throttles after how much monthly usage	Pooled	average unit measurement	overage cost per unit	data network??	Qty SMS included	Qty MMS included	Pooled	cost per SMS over	cost per MMS over	Subsidized Device	Equipment Requirements	description of unit	qty of units included	units of overage			cost per unit of overage
	Ucellular M2M Pooled Data 200KB	\$0.75	10%	\$0.68	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0.2	N/A	Yes	MB	\$3.00	Cat-M	N/A	N/A	N/A	N/A	N/A	No	Approved M2M De	N/A	N/A	N/A	N/A	N/A
	Ucellular M2M Pooled Data 500KB	\$1.00	10%	\$0.90	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0.5	N/A	Yes	MB	\$3.00	Cat-M	N/A	N/A	N/A	N/A	N/A	No	Approved M2M De	N/A	N/A	N/A	N/A	N/A
	Ucellular M2M Pooled Data 1MB	\$1.50	10%	\$1.35	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1	N/A	Yes	MB	\$1.00	LTE	N/A	N/A	N/A	N/A	N/A	No	Approved M2M De	N/A	N/A	N/A	N/A	N/A
	Ucellular M2M Pooled Data 2MB	\$2.00	10%	\$1.80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2	N/A	Yes	MB	\$1.00	LTE	N/A	N/A	N/A	N/A	N/A	No	Approved M2M De	N/A	N/A	N/A	N/A	N/A
	Ucellular M2M Pooled Data 3MB	\$2.75	10%	\$2.48	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	3	N/A	Yes	MB	\$1.00	LTE	N/A	N/A	N/A	N/A	N/A	No	Approved M2M De	N/A	N/A	N/A	N/A	N/A
	Ucellular M2M Pooled Data 5MB	\$3.50	10%	\$3.15	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	5	N/A	Yes	MB	\$1.00	LTE	N/A	N/A	N/A	N/A	N/A	No	Approved M2M De	N/A	N/A	N/A	N/A	N/A
	Ucellular M2M Pooled Data 10MB	\$4.25	10%	\$3.83	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	10	N/A	Yes	MB	\$1.00	LTE	N/A	N/A	N/A	N/A	N/A	No	Approved M2M De	N/A	N/A	N/A	N/A	N/A
	Ucellular M2M Pooled Data 25MB	\$5.50	10%	\$4.95	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	25	N/A	Yes	MB	\$1.00	LTE	N/A	N/A	N/A	N/A	N/A	No	Approved M2M De	N/A	N/A	N/A	N/A	N/A
	Ucellular M2M Pooled Data 50MB	\$6.50	10%	\$5.85	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	50	N/A	Yes	MB	\$1.00	LTE	N/A	N/A	N/A	N/A	N/A	No	Approved M2M De	N/A	N/A	N/A	N/A	N/A
	Ucellular M2M Pooled Data 250MB	\$9.00	10%	\$8.10	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	250	N/A	Yes	MB	\$0.05	LTE	N/A	N/A	N/A	N/A	N/A	No	Approved M2M De	N/A	N/A	N/A	N/A	N/A
	Ucellular M2M Pooled Data 1GB	\$12.00	10%	\$10.80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1	N/A	Yes	MB	\$0.05	LTE	N/A	N/A	N/A	N/A	N/A	No	Approved M2M De	N/A	N/A	N/A	N/A	N/A
1 of 3A	GPS Trackit Fleet Manager	\$11.00	0%	\$11.00	\$85.00	There is no activation fee and devices are plug in play self install	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1 of 3A	GPS Trackit Fleet Manager & ELD	\$19.00	0%	\$19.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
1 of 3A	GPS Trackit ELD	\$10.00	0%	\$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
1 of 3A	GPS Trackit IFTA Reporting	\$10.00	0%	\$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
1 of 3A	GPS Trackit Asset Tracking	\$10.00	0%	\$10.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
1 of 3A	GPS Trackit Temp. Monitoring	\$5.00	0%	\$5.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
2 of 3A	Ready Wireless CalAmp LMU 3030	\$0.00	0%	\$0.00	\$158.00	OBDII LTE device. One-time fee.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
2 of 3A	Ready Wireless CalAmp LMU 2630	\$0.00	0%	\$0.00	\$122.00	Hardwired LTE device. One-time fee.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
2 of 3A	Ready Wireless CalAmp LMU 2630	\$0.00	0%	\$0.00	\$132.00	Kit Hardwired LTE device. Includes Power Harness. One-time fee.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
2 of 3A	Ready Wireless CalAmp LMU 4230	\$0.00	0%	\$0.00	\$185.00	Hardwired LTE device with Bluetooth. One-time fee.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
2 of 3A	Ready Wireless CalAmp LMU 4230	\$0.00	0%	\$0.00	\$307.00	Kit Hardwired LTE device. Includes Power Harness, IPDOD and External Antenna. One-time fee.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
2 of 3A	Ready Wireless CalAmp LMU 3640	\$0.00	0%	\$0.00	\$195.00	Hardwired LTE device with Bluetooth. One-time fee.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
2 of 3A	Ready Wireless Cal Amp LMU 3640 Kit	\$0.00	0%	\$0.00	\$263.00	Hardwired LTE device. Includes Power Harness and IPDOD. One-time fee.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
2 of 3A	Ready Wireless OBDII Extender Cable	\$0.00	0%	\$0.00	\$5.50	Extender cable for OBDII port. One-time fee.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
2 of 3A	Ready Wireless Power Harness	\$0.00	0%	\$0.00	\$16.00	For hardwired devices. One-time fee.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
2 of 3A	Ready Wireless IPDOD	\$0.00	0%	\$0.00	\$53.00	IPDOD Cable. Please specify Medium or Heavy. One-time fee.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
2 of 3A	Ready Wireless External Antenna	\$0.00	0%	\$0.00	\$53.00	External Antenna mainly for devices with no internal antenna. One-time fee.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
2 of 3A	Ready Wireless Extender Cable	\$0.00	0%	\$0.00	\$5.30	Ready Fleet Extender Cable	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
2 of 3A	Ready Wireless Y Cable	\$0.00	0%	\$0.00	\$10.70	Ready Fleet Y Cable	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
2 of 3A	Ready Wireless CalAmp TTU 2830	\$0.00	0%	\$0.00	\$160.00	ReadyFleet - RF2830 LTE (US Cellular) - Trailer Tracker	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
2 of 3A	Ready Wireless CalAmp TTU 2830 with Temp probe	\$0.00	0%	\$0.00	\$170.00	ReadyFleet - RF2830 LTE (US Cellular) - Refrigerator Trailer Tracker, 1 Temperature Probe	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
2 of 3A	Ready Wireless CalAmp TTU 2830 with Starter Interrupt	\$0.00	0%	\$0.00	\$170.00	ReadyFleet - RF2830 LTE (US Cellular) - High Value Asset Tracker (Starter Interrupt)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
2 of 3A	Ready Wireless Geometrix 95 Series	\$0.00	0%	\$0.00	\$80.00	Fleet Tracking device	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
2 of 3A	Ready Wireless Geometrix 96 Series	\$0.00	0%	\$0.00	\$100.00	Fleet Tracking device. Bluetooth enabled	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
3 of 3A	Mileet CalAmp LMU 3030	\$0.00	0%	\$0.00	\$145.00	Mileet - MF3030 LTE (US Cellular) - OBD Plug'n Play	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
3 of 3A	Mileet CalAmp LMU 2630	\$0.00	0%	\$0.00	\$110.00	Mileet - MF2630 LTE (US Cellular) - 3 Wire Installation, Power Cable, Internal Antenna & Backup Battery	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A						

Attachment G

Attachment G



Business Customer Service Agreement prepared for:

<Company Name>

Insert Customer's
Company logo here

Submitted by:

BASE or Agent Associate Name

BASE or Agent Associate CTN

BASE or Agent Associate E-Mail Address

CONFIDENTIAL

BUSINESS CUSTOMER SERVICE AGREEMENT

THIS BUSINESS CUSTOMER SERVICE AGREEMENT including all Exhibits attached hereto (this “Agreement”), dated [REDACTED], 20[REDACTED] (the “Effective Date”), is by and between USCC Services, LLC on behalf of its operating licensed affiliate doing business as U.S. Cellular in the Home Market (“USCC”), and [REDACTED] on behalf of its employees and permitted subsidiaries and affiliates (“Customer”).

WHEREAS, Customer desires to purchase wireless telecommunication services and equipment from USCC; and

WHEREAS, USCC is willing to provide Customer with wireless telecommunication services and equipment in accordance with the provisions and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. DEFINITIONS.

(a) “Equipment” means wireless telephone, data, and other similar devices and ancillary devices or accessories purchased by Customer from USCC, otherwise provided to Customer by USCC for use in connection with Service, or approved in writing by USCC for use in connection with Service(s).

(b) “Home Market” means the market in which the USCC switch, to which your account is assigned at the time your service is established, is located.

(c) “Service(s)” means each and every wireless service (including, without limitation, telecommunication, voice, and data services) and Business Solutions Services that USCC provides directly or indirectly to Customer.

2. PROVISION OF SERVICE.

(a) USCC shall provide and Customer shall purchase Service and Equipment pursuant to the terms and conditions set forth in this Agreement. This Agreement shall govern and control the provision of Service and any purchase of Equipment or other transaction.

(b) Service is available to Equipment only when such Equipment is within the operating range of Service as set forth in USCC’s standard coverage maps. The standard coverage maps are attached hereto as Exhibit A. Such maps may be updated periodically by USCC. For greater coverage detail and for the most up to date coverage maps, Customer may

refer to uscellular.com/coverage. Service is furnished for Customer's use only. Customer may not resell Service to third parties.

(c) At least 50% of Customer's monthly voice usage on each line of Service must be used in USCC's licensed markets. No more than 400 MB of Customer's data usage in any month on each line of Service may be used in USCC's non-licensed markets.

(d) USCC may impose usage or service limits, suspend service or block certain categories of transmissions in its sole discretion to protect its customers or its business. Customer may not use the service for any unlawful, improper, harassing or abusive purpose or in such a way that interferes with USCC's network, business operations, employees or customers.

(e) **Business Solutions Services.** Business Solutions Services is a subset of Services. Business Solutions Services consists of Internet of Things ("IoT") and Value Added Services ("VAS"). IoT and VAS are Services where data is transmitted over USCC's network between or among devices (including wireless devices, modems, computer servers, or other machines) and between devices and application servers in the cloud with limited to no manual administration, supervision, or intervention and which may or may not require additional Equipment. If Customer utilizes any Business Solutions Services, the requirements for use of such Services including data rates, equipment, and service-specific terms and conditions, shall be set forth in Exhibit B. Business Solutions Services are also governed by any applicable third party terms and conditions. Business Solution Services may require third party equipment, third party services such as software-as-a-service ("SAAS"), and/or the acceptance by Customer of third party end-user license agreements. USCC makes no warranties, representations, or other statements regarding such third party equipment, agreements, or services and Customer agrees that it may only use such third party equipment or services that are approved by USCC for use on its network. USCC may prohibit standard wireless devices and equipment from being activated on IoT lines.

(f) **Wireless Priority Service.** USCC is under contract with CSRA Inc. ("CSRA"), the Federal Government's Priority Telecommunications Services contractor, to provide call data for a user's Wireless Priority Service ("WPS") calls and Government Emergency Telecommunications Service ("GETS") calls to CSRA and the Department of Homeland Security Office of Emergency Communications for the purpose of evaluating service performance and protecting against fraudulent or unlawful use. If and when Customer uses WPS or GETS, Customer consents to USCC providing Customer's call data for WPS or GETS calls, as applicable, to these parties and for this purpose.

(g) Services offered by USCC may be subject to specific terms and conditions. Those additional terms and conditions are included in the applicable brochure or material for that specific Service and are incorporated herein and made a part of this Agreement.

3. EQUIPMENT.

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

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

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

(d) For Business Solutions Services, Customer may only utilize Equipment sold by or otherwise provided by USCC, or in the case of Equipment that is obtained directly from a third party, only Equipment that is approved by USCC for use on its network. USCC reserves the right to revoke any previous approval for Equipment and to refuse to provide Service(s) for any customer-owned Equipment at any time and for any reason in its sole discretion.

4. CUSTOMER SUPPORT.

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

5. RATES AND CHARGES.

(a) Customer shall pay for Service and Equipment at the rates set forth in this Agreement. Customer shall also pay applicable additional fees and charges including, without limitation, regulatory cost recovery charges (e.g., Universal Service Fund, Enhanced 911, and Wireless Number Portability), surcharges, and taxes. Customer acknowledges that such additional fees and charges are subject to change without prior notice. USCC will measure and bill voice Service usage in one-minute

increments, and each partial minute of usage will be rounded up and billed as a full minute. USCC may bill Customer for calls that are not completed but ring longer than 59 seconds. For completed calls, Customer will be billed from the time Customer pushes the “send” button until the call is terminated.

(b) The business address (not the billing address if different) will be deemed to be the primary place of use of Service for all Equipment for the purposes of calculating certain taxes, surcharges and fees. Customer agrees to inform USCC of any changes to the business address. That business address must always be within USCC’s licensed markets.

(c) If Customer desires to purchase any Services and/or Equipment offered by USCC for which rates and charges are not set forth in this Agreement then upon request from Customer, USCC may provide to Customer a written offer setting forth the applicable rates and charges therefor. If Customer accepts the rates and charges, USCC shall provide the Services and/or Equipment and the provision of such shall be controlled by the terms of this Agreement.

6. BILLING AND PAYMENT.

(a) USCC shall bill Customer on a monthly basis for all amounts due hereunder. Billing for some calls made/received by Customer outside of Customer’s Home Market may occur after the close of the regular billing cycle. Typically this occurs when Customer makes/receives calls late in the billing cycle outside of the Home Market such as when Customer is roaming on another carrier’s network or is making/receiving calls on a USCC network other than the Home Market. When this occurs, the minutes used, and associated charges, will be applied against Customer’s monthly calling plan in the month that the usage appears on the bill rather than the month the calls actually occurred.

(b) USCC may charge a late fee of 18% per annum for any amount not paid when due. Except where prohibited by law, USCC may charge a processing fee of up to \$5.00 on any credit balance due upon termination of Service for any reason. Customer agrees that it may be charged a collection fee if the account is referred to a third party agency for collection. The collection fee will be assessed up to the maximum amount permitted by applicable law. Customer agrees to reimburse USCC for all costs (including, without limitation, reasonable attorneys’ fees, collection fees and similar expenses) incurred by USCC in connection with the collection of amounts due from Customer hereunder.

7. **COVERAGE.**

Customer acknowledges that Service may be interrupted or unavailable due to atmospheric or topographical conditions, governmental regulations or orders, or system capacity limitations. Representations of coverage by USCC or its agents are not guarantees. Customer also acknowledges that Business Solutions Services may be interrupted or unavailable due to the failure of third party suppliers or the termination of one of more third party supplier relationships.

8. **TERM AND TERMINATION.**

(a) **Term.** Unless terminated earlier as provided herein, the initial term of this Agreement shall commence as of the Effective Date and shall expire two years thereafter (the "Initial Term"). The term of this Agreement shall renew thereafter for successive thirty-day terms (each a "Renewal Term") unless either party notifies the other party in writing of its intent not to renew this Agreement, and such notice is provided at least thirty days prior to the expiration of the Initial Term or the then-current Renewal Term, as the case may be. The Initial Term and any subsequent Renewal Terms shall collectively be known as the "Term".

(b) **Termination.** Either party (the "Non-defaulting Party") may terminate this Agreement if the other party (the "Defaulting Party"): (i) is or becomes insolvent; (ii) makes an assignment for the benefit of creditors, or a receiver is appointed to take charge of all or any part of the Defaulting Party's assets or business; (iii) is the subject of a bankruptcy, whether voluntary or involuntary; or (iv) materially breaches any of its obligations under this Agreement, and such breach is not cured within ten days after the Non-defaulting Party notifies the Defaulting Party in writing of such breach. Additionally, USCC may terminate this Agreement at any time if it ceases to provide Service in Customer's Home Market. Monthly recurring charges for Services shall be prorated to coincide with the termination date and depending on the type of Service and usage incurred during the month of termination, such a proration may result in Customer incurring overage charges.

(c) **Early Termination Fees.** If this Agreement is terminated for any reason during the Term other than for a breach by USCC or due to USCC ceasing to provide Service in Customer's Home Market, Customer may be assessed an early termination fee ("ETF"). Customer's request to port any number will be considered notice to USCC to terminate Service immediately. The ETF shall be \$150.00 per line for basic phones, modems, hotspot devices and \$350.00 per line for smartphones, tablets, and Equipment utilized on Business Solutions Services lines. Regardless of the start and end date of the Term of this Agreement, the ETF will be prorated over twenty-four months starting from the date of initial activation of the Equipment in accordance with the following: an ETF of \$350.00 for a 24 month term will be reduced by \$8.33 for each of months

1 - 23, \$8.41 for month 23, and further reduced to \$0 after the last day of month 24 (\$150.00 remaining ETF applies during month 24); an ETF of \$150.00 for a 24 month term will be reduced by \$3.13 for each of months 1 - 23 and further reduced to \$0 at the conclusion of month 24 (\$75.00 remaining ETF applies during month 24). ETF's of any different amount or for a different term length will be specifically set forth in Exhibit E. Notwithstanding the aforementioned, ETF's shall only apply to lines of Service in which the Customer has purchased subsidized Equipment. ETF's shall not apply to any line on Service in which the Equipment was purchased pursuant to a Retail Installment Contract. Exhibit B may state additional requirements for ETF's associated with Equipment on Business Solution Services lines.

(d) Consequences of Termination. Upon termination or expiration of this Agreement: (i) Customer shall pay all amounts due hereunder to USCC; (ii) USCC shall cease to provide Service hereunder; and (iii) Sections 7 and 9 through 19, as well as any other provision that should naturally extend beyond the termination or expiration of this Agreement, shall survive such expiration or termination of this Agreement for any reason.

9. AUTHORIZED USERS.

Customer may appoint one or more persons to manage Customer's account ("**Authorized Users**"). These Authorized Users will be able to access and make changes to Customer's account, including but not limited to; view information about the account, add and/or terminate lines of Service, purchase equipment, extend and/or renew the contract term, make payments on the account, etc. Customer is responsible for any account changes made by the Authorized Users.

10. THEFT.

If any Equipment is lost, stolen or otherwise absent from Customer's possession and control, Customer is responsible for all charges until Customer reports the loss, theft, or other occurrence to USCC. USCC may require Customer to provide USCC with a police report or sworn statement verifying the loss or theft before waiving any charges. No such report shall be deemed to be a notice of termination of this Agreement.

11. ARBITRATION.

ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION AT THE REQUEST OF EITHER PARTY PURSUANT TO THE WIRELESS INDUSTRY ARBITRATION RULES AS MODIFIED BY THIS AGREEMENT AND AS ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). THE

AMERICAN ARBITRATION ASSOCIATION SHALL ADMINISTER THE ARBITRATION AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. BOTH PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS A TRANSACTION INVOLVING INTERSTATE COMMERCE, AND IS THEREFORE GOVERNED BY THE FEDERAL ARBITRATION ACT. BY AGREEING TO ARBITRATION, BOTH PARTIES ARE WAIVING THEIR RIGHT TO LITIGATE IN COURT INCLUDING ANY RIGHT TO A JURY TRIAL. UNLESS USCC AND CUSTOMER OTHERWISE MUTUALLY AGREE, ALL HEARINGS UNDER SUCH ARBITRATION SHALL TAKE PLACE IN THE COUNTY OF YOUR BILLING ADDRESS. AT YOUR OPTION, YOU MAY BRING AN ACTION AGAINST US IN SMALL CLAIMS COURT, NOTWITHSTANDING THIS AGREEMENT. THE PARTIES AGREE THAT ALL CLAIMS, WHETHER IN ARBITRATION OR IN SMALL CLAIMS COURT, SHALL BE TREATED INDIVIDUALLY AND THERE SHALL BE NO CONSOLIDATION OF CLAIMS, CLASS ACTIONS, REPRESENTATIVE ACTIONS OR PRIVATE ATTORNEY GENERAL ACTIONS. THIS PROVISION REQUIRING INDIVIDUAL TREATMENT OF ALL CLAIMS IS NOT SEVERABLE AND SHOULD THIS PROVISION BE DEEMED UNENFORCEABLE AT ANY TIME BY ANY ARBITRATOR OR BY ANY COURT OF COMPETENT JURISDICTION, THIS ARBITRATION CLAUSE SHALL BE NULL AND VOID IN ITS ENTIRETY. THIS ARBITRATION PROVISION SURVIVES THE TERMINATION OF THIS AGREEMENT. FOR ADDITIONAL INFORMATION ON COMMENCING ARBITRATION AND HOW THE ARBITRATION PROCESS WORKS, YOU MAY CALL THE AMERICAN ARBITRATION ASSOCIATION AT 800-778-7879 OR VISIT THEIR WEBSITE AT WWW.ADR.ORG.

12. CERTIFICATE OF AUTHORITY.

If Customer is a person, firm, or organization other than the individual user of the Service, the individual agreeing to this Agreement on behalf of such Customer hereby certifies having authority to agree on behalf of Customer.

13. LIMITS OF LIABILITY.

USCC'S LIABILITY REGARDING CUSTOMER'S USE OF THE SERVICES OR RELATED EQUIPMENT, OR THE FAILURE OF OR INABILITY TO USE THE SERVICE OR EQUIPMENT, IS LIMITED TO THE CHARGES CUSTOMER INCURS FOR THE APPLICABLE SERVICE OR EQUIPMENT DURING THE AFFECTED PERIOD. THIS MEANS USCC IS NOT LIABLE FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST BUSINESS

OPPORTUNITIES), PUNITIVE OR EXEMPLARY DAMAGES, OR ATTORNEYS' FEES.

14. DISCLAIMER OF WARRANTIES.

USCC MAKES NO WARRANTY REGARDING THE SERVICES, EQUIPMENT OR SOFTWARE AND DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. USCC IS NOT RESPONSIBLE FOR CIRCUMSTANCES BEYOND ITS CONTROL, INCLUDING WITHOUT LIMITATION, ACTS OR OMISSIONS OF OTHERS, ATMOSPHERIC CONDITIONS, OR ACTS OF GOD. USCC DOES NOT MANUFACTURE EQUIPMENT OR SOFTWARE, AND CUSTOMER'S ONLY WARRANTIES AND REPRESENTATIONS WITH RESPECT TO EQUIPMENT OR SOFTWARE ARE THOSE PROVIDED BY THE MANUFACTURER (WITH RESPECT TO WHICH USCC HAS NO LIABILITY WHATSOEVER). USCC SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY END USER FOR THE ACCURACY, TIMELINESS OR CONTINUED AVAILABILITY OF ANY SERVICE. USCC SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY END USER FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION WITH RESPECT TO ANY ELEMENT OF THE SERVICE PROVIDED BY ANY THIRD PARTY THROUGH OR IN CONJUNCTION WITH USCC. IN ADDITION, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, USCC SPECIFICALLY DISCLAIMS THE SUITABILITY OF THE SERVICE FOR USE IN MISSION CRITICAL APPLICATIONS OR IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL SAFE CONTROLS, INCLUDING WITHOUT LIMITATION, OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL AND LIFE SUPPORT OR WEAPONS SYSTEMS.

15. ASSIGNMENT.

Neither party shall have the right to assign or transfer its rights or obligations pursuant to this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign or transfer this Agreement to a successor as a result of a merger, consolidation, acquisition, reorganization or sale of all or substantially all of such party's assets without the prior consent of the other party. No such assignment or transfer shall have the effect of increasing the obligations of either party under this Agreement. The terms and conditions of this Agreement will inure to the benefit of, and shall be binding upon, each party's successors and permitted assigns.

16. ENTIRE AGREEMENT AND AMENDMENT.

This Agreement is the entire agreement between Customer and USCC. This Agreement supersedes any inconsistent or additional promises made to Customer by any employee or agent of USCC, including but not limited to any customer service agreement between USCC and any affiliate or subsidiary of Customer. In the event of a conflict or inconsistency between the terms of this Agreement and any other referenced agreement or terms and conditions, the terms of this Agreement shall govern and control. Except as otherwise provided herein, this Agreement may not be modified or amended or any rights of a party to it waived except in a writing signed by duly authorized representatives of the parties hereto.

17. GOVERNING LAW.

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois. In the event of any conflict between this Agreement and the applicable laws or tariffs of any local, state or federal body, such laws or tariffs shall control to the extent applicable. All Exhibits to this Agreement are hereby incorporated into and made a part of this Agreement.

18. NO WAIVER; SEVERABILITY.

USCC's failure to enforce any right or remedy available under this Agreement is not a waiver. If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in force.

19. NOTICE.

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given when either personally served or after 3 business day if mailed by certified, registered mail, return receipt requested, or after 1 business day if delivered by a reputable overnight delivery service, or by facsimile transmission to:

USCC:

Attn: _____

Customer:

Attn: _____

With a copy to:

USCC Services, LLC
 Attn: Legal and Regulatory Affairs
 8410 West Bryn Mawr
 Chicago, IL 60631
 FAX #: (773) 864-3133

and to:

Stephen P. Fitzell, Esq.
Sidley Austin LLP
One S. Dearborn Street
Chicago, IL 60603
FAX #: (312) 853-7036

If either party changes its address during the Term, it shall so advise the other party in writing, and all notices thereafter required to be given shall be sent to such new address.

20. COMPLIANCE WITH LAW.

Each party shall comply with all applicable laws, rules and regulations in its performance hereunder.

21. PUBLICITY AND ADVERTISING.

Neither party shall, without the prior written consent of the other party: (i) use any name, trade name, trademark, service mark or symbol of the other party in advertising, publicity or otherwise, or (ii) represent, directly or indirectly, that any Service or Equipment provided by such party has been approved or endorsed by the other.

22. IN BUILDING REPEATER SYSTEMS.

Customer acknowledges that, pursuant to Section 22.383 of the FCC's Rules (47 C.F.R. Section 22.383), only FCC licensees are authorized to install and operate any "in building radiation systems" or "in building repeater systems" as defined in Section 22.99 of the FCC's Rules (47 C.F.R. Section 22.99) and that the installation and operation of any such system can take place only with USCC's consent and under its supervision and control. During the term of this Agreement, Customer shall not install on its premises any such system without USCC's prior written consent.

23. AFFILIATES AND SUBSIDIARIES.

Upon request by Customer and subject to USCC's written approval, which may be withheld in its sole discretion, Customer's affiliates and subsidiaries may purchase Service or Equipment from USCC pursuant to the terms and conditions of this Agreement. Customer shall guarantee the performance of its approved affiliates and subsidiaries obligations under this Agreement.

24. CREDIT INFORMATION.

Customer authorizes business references or consumer and credit agencies to furnish USCC with credit records, ratings, and history.

25. PRIVACY/ACCEPTABLE USE/COPYRIGHT

USCC may collect, process and share personal information about Customer or Customer's account consistent with USCC's privacy policy, available at www.uscellular.com, without further specific notice to Customer. Customer can also view USCC's acceptable use and copyright policies at www.uscellular.com. Customer authorizes and consents to allow USCC and/or its third party collection agencies to contact Customer regarding Customer's account status. Such contact may be made by live persons or pre-recorded messages to any mailing address, telephone number, wireless telephone number, e-mail address or any other electronic address that Customer provides. Customer agrees that such contact may be made by an automatic telephone dialing system, automatic e-mailing system or any other automatic electronic messaging system.

* * * * *

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

USCC SERVICES, LLC

[REDACTED]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

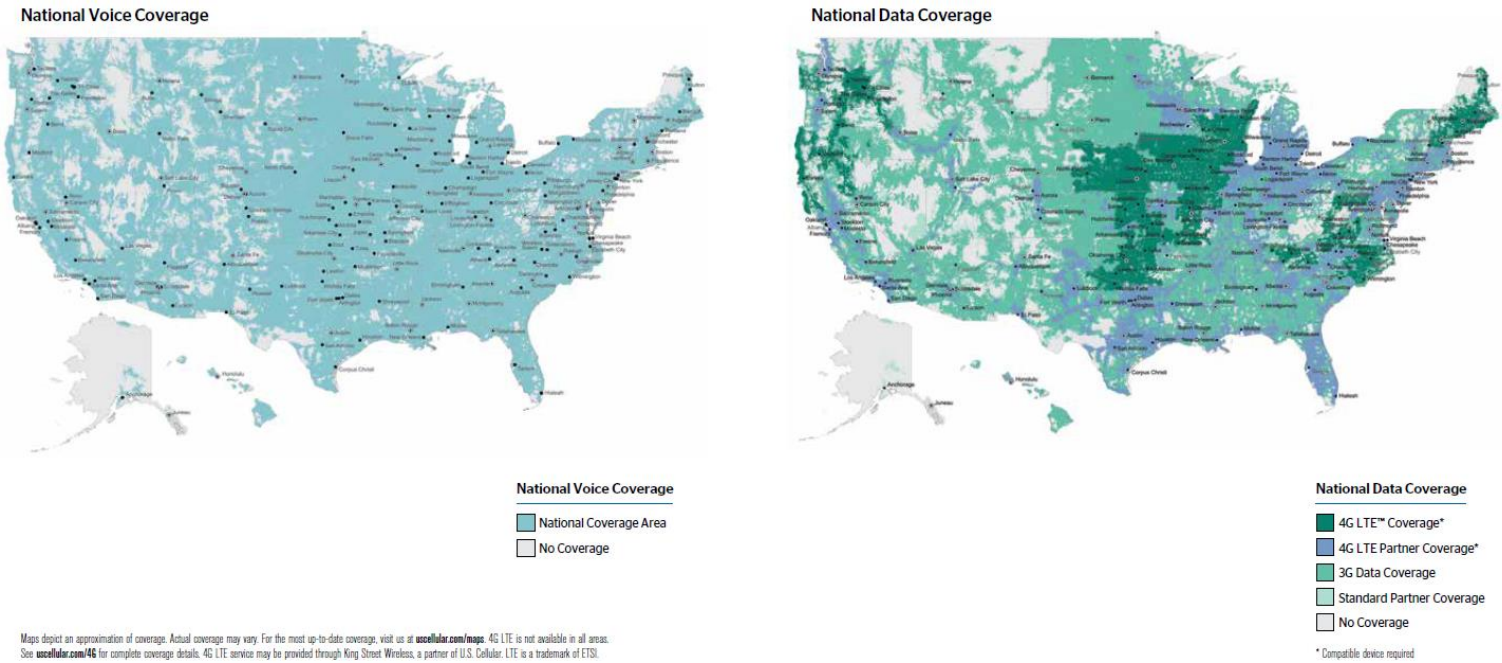
Date _____

Date _____

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

[REDACTED]

EXHIBIT A
CURRENT COVERAGE MAP



U.S. Cellular® Market Coverage

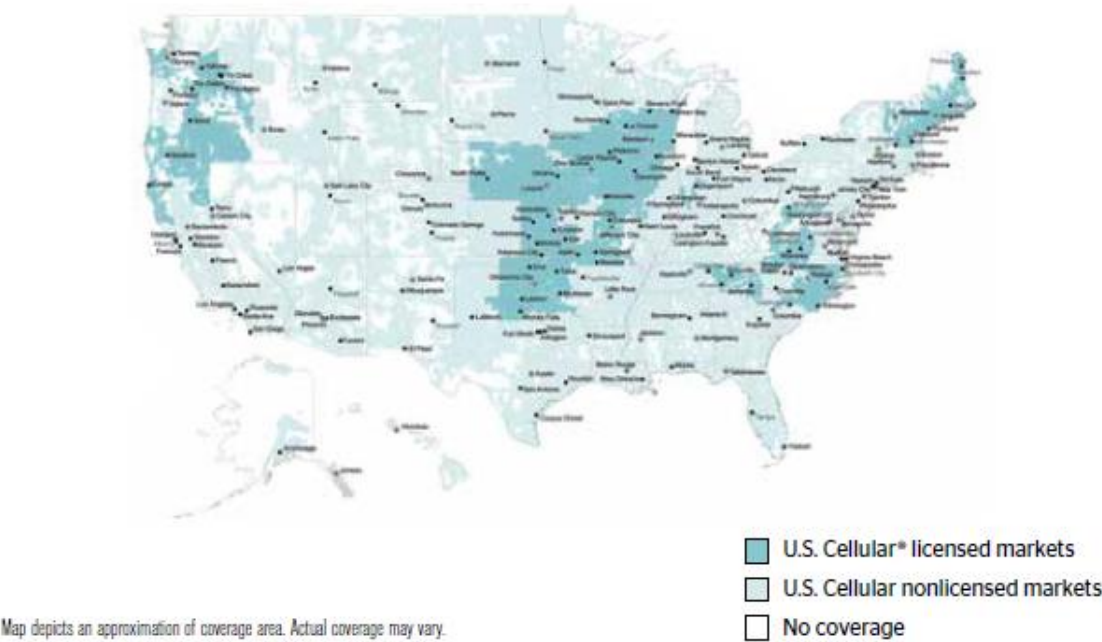


EXHIBIT B**Business Solutions Services**

IoT Rate Plans			
IoT Subscriber Plan Name	Data Allowance	MRC*	Overage Charges

**monthly recurring charge*

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

IP Addressing			
BO ID	Billing Offer (BO) Name	Charge	Frequency

Value Added Services			
VAS Name/or Description	# of Licenses	MRC per License	Total MRC

If Customer chooses to pay for any Business Solutions Service(s) via carrier billing, Customer agrees that USCC may include the applicable monthly charge on Customer's bill for the Business Solutions Services and that Customer shall pay those charges when due. USCC may include a one-time implementation charge and equipment charge on Customer's bill when applicable. Customer may be responsible to pay the third-party Business Solutions Services provider directly for any remaining charges for the Business Solutions Services upon expiration or termination of this Agreement.

EXHIBIT C

CUSTOMER SUPPORT

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

Account Team Contact Information:

Dedicated Local BASE (for USCC Business Direct use):

USCC provides a **Business Account Sales Executive (BASE)** to business and government accounts for personal and local sales/service representation. These representatives work closely with customers to understand their business needs and offer solutions specifically suited to those needs. The Business Account Sales Executive is also available to assist your account in facilitating phone/live training for new users, fulfilling orders, delivering or shipping equipment, answering questions regarding products and services and other ongoing support.

- BASE name
- BASE phone number
- BASE e-mail address

Dedicated Local insert job title (for Agent Channel use):

The **insert job title** will provide your account with personal and local sales representation. These representatives work closely with customers to understand their business needs and to offer solutions specifically suited to those needs. The Business Account Manager is also available to assist your account in facilitating phone/live training for new users, fulfilling orders, delivering or shipping equipment, answering questions regarding products and services and other field support.

- Name
- Number
- E-mail address

Customer Service Contact Information:

<Company name> will also have access to a specialized Business-to-Business Customer Service and Billing Support Team.

Business Support: **1-800-819-9373**

EXHIBIT D
RATES

Please use the current and applicable rate plan details ([CellSite](#) / [Agent CellSite](#))
If special pricing is required, please fill out the Business Direct Special Pricing Bid Request Form
(Business Direct – submit the form via [SalesNOW](#), Agent Channel – use the form on [CellSite](#))

Remove the **Discount** column, when discounts on rates are not provided.

Rate Plan					
# of Lines	Plan Description	Discounts	Cost Per Line/Per Month	Sub-Total	
		%	\$		
		%	\$		
		%	\$		

Total monthly plan cost:	\$
--------------------------	----

EXHIBIT E**EQUIPMENT**

Please use the current “**Business 21+ Pricing**” for equipment pricing
 If special pricing is required, please fill out the [Business Direct Special Pricing Bid Request Form](#)

Remove the Subsidized Equipment Charges table, when not applicable.

Subsidized Equipment Charges			
Quantity	Description/Item ID	Equipment Retail Price	Price with 2yr. Service Agreement
		\$	\$
		\$	\$
		\$	\$

Total:	\$
---------------	----

Remove the Installment Agreement Charges table, when not applicable.

Installment Agreement Charges			
# of Lines	Description/Item ID	Equipment Retail Price	Cost Per Month
		\$	\$

Total installment equipment cost:	\$
--	----

Remove the **Discount** column, when discounts on accessories are not provided.

Remove the Accessories table, when not applicable.

Accessories			
Quantity	Description/Item ID	Discount	Price
		%	\$
		%	\$
		%	\$

Total:	\$
---------------	----

Certificate Of Completion

Envelope Id: BB5BE6CE4C804A23A9707FE7100474BC

Status: Completed

Subject: CW2641773 - Naspo amendment 11-3-2021.pdf

SFA Opportunity ID:

Source Envelope:

Document Pages: 22

Signatures: 2

Envelope Originator:

Certificate Pages: 2

Initials: 0

Laura Dreuttel

AutoNav: Enabled

30 N Lasalle St Ste 4000

Envelopeld Stamping: Enabled

Chicago, IL 60602

Time Zone: (UTC-06:00) Central Time (US & Canada)

laura.dreuttel@uscellular.com

IP Address: 216.109.110.11

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Status: Original

Holder: Laura Dreuttel

Location: DocuSign

11/3/2021 8:18:21 AM

laura.dreuttel@uscellular.com

Signer Events**Signature****Timestamp**

Kathryn Swick

Kathryn.Swick@uscellular.com

Director of Business Sales Operations& Enablement

Security Level: Email, Account Authentication
(None)

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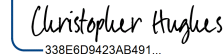
Christopher Hughes

christopherhughes@utah.gov

Director of Purchasing

Security Level: Email, Account Authentication
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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Solomon Kingston

skingston@utah.gov

Security Level: Email, Account Authentication
(None)**COPIED**

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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
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Laura Dreuttel laura.dreuttel@uscellular.com Business Sales Contract Administrator USCC Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/3/2021 1:06:33 PM Resent: 11/3/2021 1:06:36 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
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