



Commonwealth of Virginia  
Virginia Information Technologies Agency

**WIRELESS TELECOMMUNICATIONS PRODUCTS & SERVICES**

Date: July 7, 2016

Contract #: VA-090320-USCC

Authorized User: All public bodies, including VITA, and all Commonwealth Agencies as defined by §2.2-4301 and referenced by §2.2-4304 of the *Code of Virginia*

Contractor: US Cellular Operating Company  
3806 Thirlane Road NW  
Roanoke, VA 24019

FIN: 62-1147325

Contact Person: Debi Newell  
Voice: 540-309-0886  
Email: [debi.newell@uscellular.com](mailto:debi.newell@uscellular.com)

Term: July 1, 2016 – June 30, 2017

Payment: Net 30 days

Pricing: Exhibit A

TSO Template Exhibit C

For Additional Contract Information, Please Contact:  
Virginia Information Technologies Agency  
Supply Chain Management

J. B. Edmonds  
Phone: 804-416-6162  
E-Mail: [joseph.edmonds@vita.virginia.gov](mailto:joseph.edmonds@vita.virginia.gov)  
Fax: 804-416-6361

NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or services for their personal use from this Contract.

For updates, please visit our Website at <http://www.vita.virginia.gov/procurement/contracts.cfm>

**VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA):** Prior review and approval by VITA for purchases in excess of \$100,000.00 is required for State Agencies and Institutions only.



**MODIFICATION #7**  
**TO**  
**CONTRACT NUMBER VA-090320-USCC**  
**BETWEEN THE**  
**COMMONWEALTH OF VIRGINIA**  
**AND**  
**UNITED STATES CELLULAR OPERATING COMPANY, LLC**

This MODIFICATION is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and United States Cellular Operating Company, LLC hereinafter referred to as "Contractor". This Modification is hereby incorporated into and made an integral part of Contract VA-090320-USCC.

1. This Modification documents both parties' agreement to extend the contract term to June 30, 2017.
2. Add the following rate plans:

**Business Connect Plans**

<b>Plan</b>	<b>Supported Devices</b>	<b>Included Voice Minutes</b>	<b>Included LTE/4G Data</b>	<b>Additional Data (1X Speed)</b>	<b>MRC Cost Per Line</b>
B&G Connect Basic	Basic/Feature	Unlimited	None	NA	\$40
B&G Connect 300	Basic/Feature	Unlimited	300mb	Unlimited	\$50
B&G Connect 1GB	Voice	Unlimited	1GB	Unlimited	\$60
B&G Connect 3GB	Voice	Unlimited	3GB	Unlimited	\$80
B&G Connect 5GB	Voice	Unlimited	5GB	Unlimited	\$100
B&G Connect 10GB	Voice	Unlimited	10GB	Unlimited	\$130
B&G Connect 2GB	Data	NA	2GB	Unlimited	\$30
B&G Connect 5GB	Data	NA	2GB	Unlimited	\$60
B&G Connect 10GB	Data	NA	2GB	Unlimited	\$100

- The above plans are eligible for a 30% MRC discount, except for the B&G Connect 2GB Data Plan which is discounted 20%
- Voice devices are defined as Smartphones and Basic/Feature phones
- Data devices are defined as AirCards, MiFi, Tablets, Modems, Routers and all other devices not normally used for Voice.
- Data throttled to 1x data speeds after 4G data limit is reached
- Unlimited Text and Picture messaging included on all plans
- Tethering included on all plans with data
- There are no overage charges

**M2M Telemetry Plans**

<b>M2M Data Plan Name</b>	<b>Included Data</b>	<b>MRC</b>	<b>Discount</b>	<b>Overage</b>
M2M Pooled Data 512kb	512kb	5.99	30%	\$1/mb
M2M Pooled Data 1mb	1mb	\$6.99	30%	\$1/mb
M2M Pooled Data 2mb	2mb	\$8.99	40%	\$1/mb
M2M Pooled Data 3mb	3mb	\$9.99	50%	\$1/mb
M2M Pooled Data 4mb	4mb	\$11.99	50%	\$1/mb

M2M Pooled Data 5mb	5mb	\$13.99	50%	\$1/mb
M2M Pooled Data 10mb	10mb	\$15.99	45%	\$1/mb
M2M Pooled Data 25mb	25mb	\$23.99	50%	\$1/mb
M2M Pooled Data 50mb	50mb	\$30.99	50%	\$1/mb
M2M Pooled Data 250mb	250mb	\$39.99	50%	\$1/mb
M2M Pooled Data 1GB	1GB	\$45.99	50%	\$15.36/GB
M2M Pooled Data 5GB	5GB	\$79.99	50%	\$15.36/GB
M2M Pooled Data 10GB	10GB	\$119.99	50%	\$15.36/GB

- M2M plans are eligible for discounts as shown on MRC and overage charges.
- M2M plans are provisioned for the highest data rate (LTE/3g/2g) available in the service location
- M2M plans are data only plans, for connected devices only (modem, remote monitoring, and router)
- Overage is billed at the rates and increments identified above (i.e. either mb or GBs respectively)
- Courtesy notifications delivered at 75% and 100% usage thresholds
- Data overage charge is capped at \$200 per line

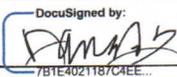
The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-090320-USCC and cannot be modified, nor additional Terms and Conditions added, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

**UNITED STATES CELLULAR  
OPERATING COMPANY LLC**

**COMMONWEALTH OF VIRGINIA**

BY:  \_\_\_\_\_  
DocuSigned by:  
781E4021187CAEE...

BY:  \_\_\_\_\_

NAME: Dana Dorcas \_\_\_\_\_

NAME: J. B. Edmonds \_\_\_\_\_

TITLE: Director of Business Sales-SE region \_\_\_\_\_

TITLE: Telecommunications Mgr - SEM \_\_\_\_\_

DATE: 6/30/2016 \_\_\_\_\_

DATE: 6/30/2016 \_\_\_\_\_

**MODIFICATION #6  
TO  
CONTRACT NUMBER VA-090320-USCC  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
UNITED STATES CELLULAR OPERATING COMPANY, LLC**

This MODIFICATION is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and United States Cellular Operating Company, LLC hereinafter referred to as "Contractor". This Modification is hereby incorporated into and made an integral part of Contract VA-090320-USCC.

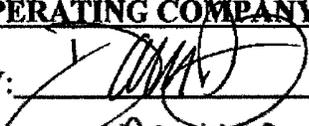
1. This Modification documents both parties' agreement to extend the contract term to June 30, 2016.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-090320-USCC and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

**UNITED STATES CELLULAR  
OPERATING COMPANY LLC**

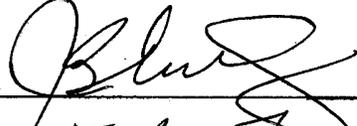
BY: 

NAME: DANA D DORCAS

TITLE: DIRECTOR OF SALES SE REGION

DATE: 6-26-15

**COMMONWEALTH OF VIRGINIA**

BY: 

NAME: J. B. Edmonds

TITLE: SCM Telecommunications Mgr

DATE: 6/29/15

**MODIFICATION #5  
TO  
CONTRACT NUMBER VA-090320-USCC  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
UNITED STATES CELLULAR OPERATING COMPANY, LLC**

This MODIFICATION is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and United States Cellular Operating Company, LLC hereinafter referred to as "Contractor". This Modification is hereby incorporated into and made an integral part of Contract VA-090320-USCC.

1. This Modification documents both parties' agreement to extend the contract term to June 30, 2015
2. Replace the following paragraphs:

**1. PURPOSE AND SCOPE**

This contract sets forth the terms and conditions under which Supplier shall provide wireless telecommunications Services and Products to:

- a. any Public Body as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia
- b. Private Institutions of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code. A list of the private institutions eligible to use this contract can be found at <http://www.cicv.org/Our-Colleges/Profiles.aspx>.

Any reference in this contract to Subscriber or "public body" shall include Private Institutions of Higher Education chartered in Virginia and granted Tax-Exempt status under §501(c)(3) of the Internal Revenue Code to the extent allowable by the Code of Virginia.

### 3. Pricing Adjustments

The Parties agree to the following changes to the Monthly Recurring Charges (MRC) for existing rate plans. Plan name changes are to align with Contractor's current plan names. Coverage and all other information, excluding price, concerning the plans remain as referenced in the Contract for the corresponding "Old Plan". All rate plans other than those referenced below remain in effect.

Price Plan	Old Plan	USCC Cost Per Line	VITA MRC Discount	Cost After Discount
BUSINESS BID RATE 250		\$ 25.00	N/A	\$ 25.00
B2B POOLED 250 W/ INC	Pool 250	\$ 30.00	25%	\$ 22.50
BUSINESS NATIONAL 450	National 450	\$ 39.99	25%	\$ 29.99
BUSINESS NATIONAL 900	National 900	\$ 59.99	25%	\$ 44.99
PAY AS GO \$8/.09 PER MIN	Pay As You Go	\$ 8.00	N/A	\$ 8.00
WIRELESS MODEM 5GB w/cap	Mobile Data (5GB)	\$ 49.95	25%	\$ 37.46
BUSINESS COMMUNITY 300	Wide-Area 300	\$ 29.99	25%	\$ 22.49
BUSINESS COMMUNITY 700	Wide-Area 700	\$ 39.99	25%	\$ 29.99
BUSINESS COMMUNITY 1000	Wide-Area 1000	\$ 49.99	25%	\$ 37.49
BUSINESS COMMUNITY 1650	Wide Area 1650	\$ 74.99	25%	\$ 56.24
B2B POOLED 500 MSG DATA	VD National 500 Pool	\$ 70.00	25%	\$ 52.50
B2B POOLED UNL MSG DATA	VD Unlimited	\$ 100.00	25%	\$ 75.00
B2B POOLED 750 MSG DATA	VD National 750 Pool	\$ 80.00	25%	\$ 60.00
Data for OBD Delphi Device 300mb		\$ 10.00 ( <i>\$5.00 for Data \$5.00 for Device access</i> )	N/A	\$ 10.00

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-090320-USCC and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

UNITED STATES CELLULAR  
OPERATING COMPANY LLC

BY:   
NAME: DANA D DORCAS  
TITLE: DIRECTOR OF BUSINESS <sup>SE</sup> REGION  
DATE: 6-30-14

COMMONWEALTH OF VIRGINIA

BY:   
NAME: PHILIP L. PIPERT  
TITLE: DIRECTOR, SCH  
DATE: 6/30/14

**MODIFICATION #4  
TO  
CONTRACT NUMBER VA-090320-USCC  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
UNITED STATES CELLULAR OPERATING COMPANY, LLC**

This MODIFICATION is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and United States Cellular Operating Company, LLC hereinafter referred to as "Contractor". This Modification is hereby incorporated into and made an integral part of Contract VA-090320-USCC.

1. This Modification documents both parties' agreement to extend the contract term to June 30, 2014.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-090320-USCC and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

UNITED STATES CELLULAR  
OPERATING COMPANY, LLC

BY: 

NAME: THOMAS P. CAFANI

TITLE: REGIONAL VICE PRESIDENT

DATE: 6-27-13

COMMONWEALTH OF VIRGINIA

BY: 

NAME: PHILIP L. PIPPERT

TITLE: DIRECTOR, SCM

DATE: JUNE 28, 2013

**MODIFICATION #3  
TO  
CONTRACT NUMBER VA-090320-USCC  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
UNITED STATES CELLULAR OPERATING COMPANY, LLC**

This MODIFICATION is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and United States Cellular Operating Company, LLC hereinafter referred to as "Contractor". This Modification is hereby incorporated into and made an integral part of Contract VA-090320-USCC.

1. This Modification documents both parties' agreement to extend the contract term to June 30, 2013.
1. The parties agree to the following changes to Exhibit A relating to Belief Pooled Plans. Prices are Monthly Recurring Charges (MRC) unless otherwise noted.

### Belief Pooled Plans

Minutes (per line)	Voice Only	Voice & Messaging	Smartphone Voice Messaging & Data
		Unlimited Messaging	Unlimited Messaging
		Daily Data: \$3/day	Data Plus (Includes 5gb)
500	\$32.00	\$40.00	\$56.00
750	\$40.00	\$48.00	\$64.00
Unlimited	\$56.00	\$64.00	\$80.00
Overage Minutes	\$0.40	\$0.40	\$0.40
Overage Data	Not Available	NC	\$0.25/mb
Unlimited Messaging	\$20.00	Included	Included
Unlimited Mobile to Mobile	\$8.00	Included	Included

**Features included at no additional Charge:**

- Voice Mail
- Call Waiting
- Caller ID
- Call Forwarding
- Three-Way Calling

**AirTime Features include at no additional charge:**

- Belief 500 – Includes Unlimited Incoming Calls and Unlimited Mobile to Mobile Minutes
- Belief 750 – Includes Unlimited Incoming Calls, Unlimited Mobile to Mobile Minutes, Unlimited Nights and Weekends, Unlimited Text, Pix and Video Messages

Smartphone is defined as any phone with voice and data capability, capable of running 3rd party software with the exception of RIM Blackberry devices. These plans are not available for Blackberry users.

**2. The Parties agree to the deletion of the following plans from Exhibit A**

3. Wide-Area 2200 minute plan
4. National 1350 minute plan

**5. The Parties agree to the addition of the following data plans to Exhibit A**

Data	Price	Overage
2gb	\$25	\$10/gb
5gb	\$45	\$10/gb
10gb	\$81	\$10/gb

The pricing above applies to Tablets, Hot Spots and, Wireless Modems .

**6. The Parties agree to the addition of the following options to Exhibit A**

Seasonal Suspend	\$4.95 ea.
Device Protection (Phone, Tablet, Hot Spot and Modems)	\$5.95 mo.
Picture Messaging on Modems and Mobile Hot Spots (ingoing and outgoing)	No Charge
Text Messaging on Tablet Devices	No Charge
Tethering (Wired or Wireless) for Smartphones	\$15.00 mo.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-090320-USCC and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

UNITED STATES CELLULAR  
OPERATING COMPANY, LLC

BY: [Signature]

NAME: THOMAS P. COTANI

TITLE: Vice President

DATE: 6-27-12

COMMONWEALTH OF VIRGINIA

BY: [Signature]

NAME: PHILIP L. PIPPERT

TITLE: DIRECTOR, SCM

DATE: 6/28/12

Modification #3  
To Contract VA-090320-usccL

**MODIFICATION #2  
TO  
CONTRACT NUMBER VA-090320-USCC  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
UNITED STATES CELLULAR OPERATING COMPANY, LLC**

This MODIFICATION #2 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as (“State” or “Commonwealth” or “VITA” (Virginia Information Technologies Agency)), and United States Cellular Operating Company, LLC hereinafter referred to as (“Contractor”) relating to the modification of Contract VA-090320-USCC, as amended. This Modification #2 is hereby incorporated into and made an integral part of Contract VA-090320-USCC (“VITA Agreement”).

1. This Modification rescinds Modification #1, dated May, 20, 2009 in its entirety.
2. This Modification documents both parties’ agreement to extend the contract term to June 30, 2012.
3. This Modification rescinds Exhibit A of the VITA Agreement and adopts the modified pricing schedule set forth in “Exhibit A – Pricing 2011” attached hereto.
4. Contractor will be considered an unrestricted wireless carrier by VITA such that state and local government agencies and other public bodies will not require a waiver from VITA to order wireless telecommunications services under Contract VA-090320-USCC. VITA will provide the same availability to and publications of Contractor’s wireless telecommunications service plans and features as VITA does for the other wireless carriers under contract.
5. The Contractor hereby agrees to delete the following language in its entirety from Section 1. **Purpose and Scope of the VITA Agreement:**

Supplier will only be obligated to provide service to a Subscriber whose primary work location or residence is located in one of the following jurisdictions:

Albemarle	Clifton Forge City	Lynchburg City
Alleghany	Covington City	Martinsville City
Amherst	Craig	Montgomery
Appomattox	Cumberland	Patrick
Bath	Floyd	Prince Edward
Bedford	Fluvanna	Pulaski
Bedford City	Franklin	Radford City
Botetourt	Galax City	Roanoke
Buckingham	Giles	Roanoke City
Buena Vista City	Grayson	Rockbridge
Campbell	Greene	Salem City
Carroll	Halifax	South Boston City
Charlotte	Henry	Smyth
Charlottesville City	Lexington City	Wythe

**Modification # 2  
To Contract VA-090320-USCC**

6. The Contractor agrees that VITA shall be its sole agent for the provisioning of wireless and cellular services to state public bodies located in the Commonwealth of Virginia. Contractor agrees that such services will be provided to these state public bodies through VITA contracts only. VITA recognizes and agrees that the Contractor may continue to perform against any existing legally binding contracts with local government and other public bodies until the expiration of such contract's current term. Contractor agrees that upon expiration of its existing contracts with local government and other public bodies, it will offer wireless services to the local government and other public bodies pursuant to the VITA Agreement; provided however, Contractor may offer and provide wireless services to any of these non-State supported public bodies pursuant to a separate customer agreement, if the local government or other non-State supported public body chooses to compete such service rather than utilize the VITA Agreement. Such agreements shall not be considered as having been established under this VITA Agreement for procurement purposes and shall not offer plans and features whose net pricing is below that published for the equivalent Contractor plan on the VITA web site; provided however, Contractor may proposed any pricing plan or feature to local government or other non-State supported public bodies when necessary to meet a competitive situation and at the same time offer those same pricing plans to the Commonwealth for inclusion in its contract.
  
7. The Contractor agrees to allow customers to be eligible for discounted equipment at initial activation and every 18 months thereafter.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-090320-USCC and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

UNITED STATES CELLULAR OPERATING  
COMPANY, LLC

BY: Dee Taylor  
 NAME: Dee Taylor  
 TITLE: Director of Sales  
 DATE: 6/9/11

COMMONWEALTH OF VIRGINIA

BY: Philip L. Pippert  
 NAME: PHILIP L. PIPPERT  
 TITLE: ASSOCIATE DIRECTOR, SCM  
 DATE: 6/13/11

## Exhibit A (2) Belief Pooled Plans

Minutes (per line)	Voice	Less 20%	Voice & Messaging	Less 20%	Voice Messaging & Data	Less 20%	For lines with \$10 BES get 25% off on Voice Messaging & Data
	Messaging: \$0.25/msg		Unlimited Messaging		Unlimited Messaging		
	Daily Data: \$3/day		Daily Data: \$3/day		Data Plus		
<b>250</b>	<u>\$30.00</u>	<u>\$24.00</u>					
<b>500</b>	<u>\$40.00</u>	<u>\$32.00</u>	<u>\$50.00</u>	<u>\$40.00</u>	<u>\$70.00</u>	<u>\$56.00</u>	<u>\$52.50</u>
<b>750</b>	<u>\$50.00</u>	<u>\$40.00</u>	<u>\$60.00</u>	<u>\$48.00</u>	<u>\$80.00</u>	<u>\$64.00</u>	<u>\$60.00</u>
<b>Unlimited</b>	<u>\$70.00</u>	<u>\$56.00</u>	<u>\$80.00</u>	<u>\$64.00</u>	<u>\$100.00</u>	<u>\$80.00</u>	<u>\$75.00</u>

### Included Features

**Included features: Voice Mail, Call Waiting, Caller ID, Call Forwarding, Three-Way Calling included at no charge.**

**AirTime Features:** Unlimited Mobile to Mobile  
 Unlimited Nights and Weekends beginning at 7pm  
 Unlimited Incoming Calls  
 Text, Pix & Video Messages

Airtime Features for 250 Plan: Choose 1 Airtime Feature above at no additional charge

**Airtime Features for 500 Plans: Choose 2 Airtime Features above at no additional charge**

Included features for 750 and Unlimited plans only:

Unlimited M2M, Unlimited Nights and Weekends beginning at 7pm,  
 Unlimited Incoming Calls: Text, Pix & Video Messages included, all at no charge.

Voice minute overage: \$0.40 /min

Additional features available for purchase, per line:

Data: \$15/month includes 50MB; overage \$0.25/MB, (not available on phones that require Data Plus)

**Data Plus: \$30/month includes 5GB; overage \$0.25/MB**

BlackBerry® Enterprise Server: \$40/mo

Unlimited Messaging: \$20/mo

Data Plus is required for BlackBerry®, Windows and Android powered phones, or as a replacement for Premium Mobile Internet.

**VITA - US Cellular Contract #VA-090320-USCC**  
**Exhibit A – Pricing**  
**Basic Voice Plan**

**Exhibit A (2) 2011-05 Pricing Submittal - Basic Voice Plan**

The Commonwealth seeks pricing for a "pay-as-you-go" rate plan consisting of a low monthly access fee per phone and a low per-minute usage rate, with no one-time initiation or termination fees.

The per-minute rate should be the same regardless of where in the 48 contiguous United States the call originates and terminates (i.e., no separate long distance, roaming or connection charges).

Indicate any feature(s) included for the basic monthly access fee (such as caller ID, voice mail, call forwarding, three-way calling, etc.).

List any and all additional fees that will apply to every unit (e.g., USF charges, etc.).

Provide monthly pricing for any additional optional "add-on" features that may be added to the phone for the additional fee indicated.

Provide pricing for any additional optional features that may be available on a per-call basis.

Supplier may expand the table to accommodate the full list of features proposed.

If Supplier has made any assumptions upon which the rates, charges or discounts are conditioned, they must be disclosed here.

Supplier must disclose any and all fees and charges that may apply under any conditions, clearly stating such conditions.

The first few rows of the table are populated with sample data.

Plan Name	Service Description	Unit Of Measure	Fee	At 600 Line Count	Any other pricing factor (e.g., total volume, etc.)	Included Features	Assumptions/Restrictions
National Pay as you go	Monthly Access Fee	Per Month, Per Phone	\$8.00	\$8.00	None.	Voice Mail, Call Waiting, Call Forwarding, 3-Way Conference Calling, Caller ID	None.
National Pay as you go	Per Minute Use	Per Minute	\$0.08	\$0.08	None.	None.	Domestic call originates and terminates within the 48 contiguous United States.
National Pay as you go	Regulatory Cost Recovery Fee	Per Month, Per Phone	\$0.96	\$0.96	None.	None.	
National Pay as you go	Universal Service Fund (USF) Fee	Per Month, Per Phone	0.0423%	0.0423%	None.	None.	Pass-through of federal charge.
National Pay as you go	Incoming Text Messaging	Per Text Message	\$0.00	\$0.00	None.	None.	Domestic message originates and terminates within the 48 contiguous United States.
National Pay as you go	Incoming Picture Messaging	Per Picture Message	\$0.00	\$0.00	None.	None.	Domestic message originates and terminates within the 48 contiguous United States.
National Pay as you go	BlackBerry® Unlimited Domestic Data Add-on with Voice	Per Month, Per phone	\$31.00	\$31.00	None.	None.	must accompany a voice plan

**VITA - US Cellular Contract #VA-090320-USCC**  
**Exhibit A – Pricing**  
**Basic Voice Plan**

Plan Name	Service Description	Unit Of Measure	Fee	At 600 Line Count	Any other pricing factor (e.g., total volume, etc.)	Included Features	Assumptions/Restrictions
National Pay as you go	Windows Mobile® Unlimited Domestic Data Add-on with Voice	Per Month, Per phone	\$19.95	\$19.95	None.	None.	must accompany a voice plan
National Pay as you go	Per Use Outgoing Text Messaging Add-on	Per Use	\$0.25	\$0.25	None.	None.	Domestic message originates and terminates within the 48 contiguous United States.
National Pay as you go	250 Outgoing Text Messaging Add-on	Per Month, Per Phone	\$4.95	\$4.95	Overage above plan is \$0.25 per message	None.	Domestic message originates and terminates within the 48 contiguous United States.
National Pay as you go	750 Outgoing Text Messaging Add-on	Per Month, Per Phone	\$9.95	\$9.95	Overage above plan is \$0.25 per message	None.	Domestic message originates and terminates within the 48 contiguous United States.
National Pay as you go	Unlimited Outgoing Text Messaging Add-on	Per Month, Per Phone	\$19.95	\$19.95	None.	None.	Domestic message originates and terminates within the 48 contiguous United States.
National Pay as you go	Per Use Outgoing Picture Messaging Add-on	Per Use	\$0.25	\$0.25		None.	Domestic message originates and terminates within the 48 contiguous United States. Must Accompany and EasyedgeSM Data Package
National Pay as you go	20 Outgoing Picture Messaging Add-on	Per Month, Per Phone	\$2.95	\$2.95	Overage above plan is \$0.25 per message	None.	Domestic message originates and terminates within the 48 contiguous United States. Must Accompany and EasyedgeSM Data Package
National Pay as you go	50 Outgoing Picture Messaging Add-on	Per Month, Per Phone	\$5.95	\$5.95	Overage above plan is \$0.25 per message	None.	Domestic message originates and terminates within the 48 contiguous United States. Must Accompany and EasyedgeSM Data Package
National Pay as you go	100 Outgoing Picture Messaging Add-on	Per Month, Per Phone	\$10.95	\$10.95	Overage above plan is \$0.25 per message	None.	Domestic message originates and terminates within the 48 contiguous United States. Must Accompany and EasyedgeSM Data Package
National Pay as you go	EasyedgeSM Pay Per Use	Per Use	0.01 per KB	.01 per KB		None.	
National Pay as you go	EasyedgeSM Unlimited	Per Month, Per Phone	\$9.95	\$9.95	Overage above plan is \$0.01 per KB	None.	

**VITA - US Cellular Contract #VA-090320-USCC**  
**Exhibit A – Pricing**  
**Data Only Plan**

**Exhibit A (2) RFP 2011-05 Pricing Submittal - Data Only Plan**

The Commonwealth seeks pricing for wireless data-only access.

The rate should be the same regardless of where in the 48 contiguous United States the call originates and terminates (i.e., no separate long distance, roaming or connection charges).

Indicate any feature(s) included for the basic monthly access fee.

List any and all additional fees that will apply to every unit (e.g., USF charges, etc.).

Provide monthly pricing for any additional optional "add-on" features that may be added to the unit for the additional fee indicated.

Provide pricing for any additional optional features that may be available.

Supplier may expand the table to accommodate the full list of features proposed.

Supplier has made any assumptions upon which the rates, charges or discounts are conditioned, they must be disclosed here.

Supplier must disclose any and all fees and charges that may apply under any conditions, clearly stating such conditions.

The first few rows of the table are populated with sample data.

Plan Name	Service Description	Unit Of Measure	Fee	At 600 CTN Count	Any other pricing factor (e.g., total volume, etc.)	Included Features	Assumptions/Restrictions
State of Virginia Data Only	Windows Mobile® Unlimited Domestic Data Add-on without Voice	Per Month, Per phone	\$24.95	\$24.95	None.	None.	without a voice calling plan (data only device)
State of Virginia Data Only	BlackBerry® Unlimited Domestic Data Add-on without Voice	Per Month, Per phone	\$36.95	\$36.95	None.	None.	without a voice calling plan (data only device)
State of Virginia Data Only	EasyEdge Wireless Modem	Per Month, Per Card	\$48.00	\$48.00	None.	None.	5 Gig max
State of Virginia Data Only	Regulatory Cost Recovery Fee	Per Month, Per Phone	\$0.96	\$0.96	None.	None.	
State of Virginia Data Only	Universal Service Fund (USF) Fee	Per Month, Per Phone	0.0423%	0.0423%	None.	None.	Pass-through of federal charge.

Exhibit A (2) 2011-05 Pricing Submittal - Software Licenses & Support

VITA - US Cellular Contract #VA-090320-USCC

In the table below, identify and price every software product required to adequately support the Exhibit A Reporting

Software Licenses & Support

The scope of use for each License Type is as defined in RFP Section 8 and is to be used in formulating Supplier pricing.

Annual Software Support and Maintenance cost is expected to be given as a percent of the fee actually paid for each license, valid for at least five (5) years after

Software Support and Maintenance includes helpdesk, bug fix and all new releases and upgrades issued by OEM (software publisher).

If Supplier has made any assumptions upon which the rates, charges or discounts are conditioned, they must be disclosed here.

Supplier must disclose any and all fees and charges that may apply under any conditions, clearly stating such conditions.

Supplier may expand the table to accommodate the full catalog of software proposed.

The first few rows of the table are populated with sample data.

Software	Product	Version	Publisher/OEM	License Term (Perpetual, Periodic, Annual, Monthly, etc.)	License Type (User, Server, Concurrent Use, Site, Enterprise Wide)	Unit Of Measure by License Type	Quantity	List Price	Discount off list (%)	Any other pricing factor (e.g. order size, annual spend, etc.)	Net Price After All Discounts	Annual Software Support and Maintenance Cost (% of discounted License Price)	Assumptions	Restrictions
BlackBerry®	BlackBerry Enterprise Server 4.0 for Microsoft Exchange	4.0	BlackBerry®	One Time	Enterprise Wide	1	1	\$2,995.95	0.0%	None	\$ 2,995.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Server 4.0 for Microsoft Exchange	4.0	BlackBerry®	One Time	Enterprise Wide	20	1	\$3,995.95	0.0%	None	\$ 3,995.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Server 4.0 for IBM Lotus Domino	4.0	BlackBerry®	One Time	Enterprise Wide	1	1	\$2,995.95	0.0%	None	\$ 2,995.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Server 4.0 for IBM Lotus Domino	4.0	BlackBerry®	One Time	Enterprise Wide	20	1	\$3,995.95	0.0%	None	\$ 3,995.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Server 4.0 for Novell GroupWise	4.0	BlackBerry®	One Time	Enterprise Wide	1	1	\$ 2,995.95	0.0%	None	\$ 2,995.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Server 4.0 for Novell GroupWise	4.0	BlackBerry®	One Time	Enterprise Wide	20	1	\$ 2,995.95	0.0%	None	\$ 2,995.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Server CAL	4.0	BlackBerry®	One Time	Enterprise Wide	1	1	\$ 99.95	0.0%	None	\$ 99.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Server CAL	4.0	BlackBerry®	One Time	Enterprise Wide	5	1	\$ 429.95	0.0%	None	\$ 99.95	None	Applicable taxing is not included	

VITA - US Cellular Contract #VA-090320-USCC

Exhibit A – Pricing

Software	Product	Version	Publisher/OEM	License Term (Perpetual, Periodic, Annual, Monthly, etc.)	License Type (User, Server, Concurrent Use, Site, Enterprise Wide)	Unit Of Measure by License Type	Quantity	List Price	Discount off list (%)	Any other pricing factor (e.g. order size, annual spend, etc.)	Net Price After All Discounts	Annual Software Support and Maintenance Cost (% of discounted License Price)	Assumptions	Restrictions
BlackBerry®	BlackBerry Enterprise Server CAL	4.0	BlackBerry®	One Time	Enterprise Wide	10	1	\$ 699.95	0.0%	None	\$ 699.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Server CAL	4.0	BlackBerry®	One Time	Enterprise Wide	50	1	\$ 3,299.95	0.0%	None	\$ 3,299.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Server CAL	4.0	BlackBerry®	One Time	Enterprise Wide	100	1	\$ 5,999.95	0.0%	None	\$ 5,999.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Server CAL	4.0	BlackBerry®	One Time	Enterprise Wide	500	1	\$ 27,499.95	0.0%	None	\$ 27,499.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Solution T-Support Tx2 Per Server Fee	4.0	BlackBerry®	Annual	Per Server	1	1	\$ 629.95	0.0%	None	\$ 629.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Solution T-Support Tx2 Per Device Fee	4.0	BlackBerry®	Annual	Per Device up to 99	1	1	\$ 25.00	0.0%	None	\$ 25.00	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Solution T-Support Tx2 Per Device Fee	4.0	BlackBerry®	Annual	Per Device 100-499	1	1	\$ 22.50	0.0%	None	\$ 22.50	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Solution T-Support Tx2 Per Device Fee	4.0	BlackBerry®	Annual	Per Device 500-999	1	1	\$ 20.00	0.0%	None	\$ 20.00	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Solution T-Support Tx2 Per Device Fee	4.0	BlackBerry®	Annual	Per Device 1000-4999	1	1	\$ 17.50	0.0%	None	\$ 17.50	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Solution T-Support Tx2 Per Device Fee	4.0	BlackBerry®	Annual	Per Device 5000-9999	1	1	\$ 15.00	0.0%	None	\$ 15.00	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Solution T-Support Tx2 Per Device Fee	4.0	BlackBerry®	Annual	Per Device 10000 +	1	1	\$ 12.50	0.0%	None	\$ 12.50	None	Applicable taxing is not included	

**VITA - US Cellular Contract #VA-090320-USCC**  
**Exhibit A – Pricing**  
**Value Adds**

**Exhibit A (2) 2011-05 Pricing Submittal - Value Adds**

If Supplier has proposed any "Value Adds" (Table I in Section 5 of the RFP) for which there are charges or fees, provide that data in this worksheet.

**This pricing data is in addition to, and not in lieu of, the pricing data requested pursuant to the other worksheets in this workbook.**

Option Pricing Schedule

Upon award U.S. Cellular® has approved a 15% discount for all State of Virginia Employees. Certain restrictions apply.

Plan Name	Service Description	Unit Of Measure	Fee	At 600 CTN Count	Any other pricing factor (e.g., total volume, etc.)	Included Features	Assumptions/Restrictions	Overage	Roaming	Night/Weekend Schedule
						<b>EXHIBIT A - PRICING Option</b>				
National	National 250	Per Month, Per Phone	\$25.00	\$25.00	None.	250 Minutes, per phone Voice Mail, Call Waiting, Call Forwarding, 3-Way Conference Calling, Caller ID	Based on U.S. Cellular® National Calling. Plans can be aggregated or stand alone. Aggregation per billing Account Number. Additional restrictions may apply. Overage rates Apply	0.49	0	None
Incoming Text Messaging	Incoming Text Messaging	Per Text Message	\$0.00		None.	None.	Domestic message originates and terminates within the 48 contiguous United States.			
Incoming Picture Messaging	Incoming Picture Messaging	Per Picture Message	\$0.00		None.	None.	Domestic message originates and terminates within the 48 contiguous United States.			
BlackBerry®	BlackBerry® Unlimited Domestic Data Add-on with Voice	Per Month, Per phone	\$32.00	\$32.00	None.	None.	must accompany a voice plan			
Windows Mobile®	Windows Mobile® Unlimited Domestic Data Add-on with Voice	Per Month, Per phone	\$19.95	\$19.95	None.	None.	must accompany a voice plan			
Outgoing Text Messaging	Per Use Outgoing Text Messaging Add-on	Per Use	\$0.25	\$0.25	None.	None.	Domestic message originates and terminates within the 48 contiguous United States.			
Outgoing Text Messaging	250 Outgoing Text Messaging Add-on	Per Month, Per Phone	\$4.95	\$4.95	Overage above plan is \$0.25 per message	None.	Domestic message originates and terminates within the 48 contiguous United States.			
Outgoing Text Messaging	750 Outgoing Text Messaging Add-on	Per Month, Per Phone	\$9.95	\$9.95	Overage above plan is \$0.25 per message	None.	Domestic message originates and terminates within the 48 contiguous United States.			
Outgoing Text Messaging	Unlimited Outgoing Text Messaging Add-on	Per Month, Per Phone	\$14.95	\$14.95	None.	None.	Domestic message originates and terminates within the 48 contiguous United States.			
Outgoing Picture Messaging	Per Use Outgoing Picture Messaging Add-on	Per Use	\$0.25	\$0.25		None.	Domestic message originates and terminates within the 48 contiguous United States. Must Accompany and EasyedgeSM Data Package			
Outgoing Picture Messaging	20 Outgoing Picture Messaging Add-on	Per Month, Per Phone	\$2.95	\$2.95	Overage above plan is \$0.25 per message	None.	Domestic message originates and terminates within the 48 contiguous United States. Must Accompany and EasyedgeSM Data Package			
Outgoing Picture Messaging	50 Outgoing Picture Messaging Add-on	Per Month, Per Phone	\$5.95	\$5.95	Overage above plan is \$0.25 per message	None.	Domestic message originates and terminates within the 48 contiguous United States. Must Accompany and EasyedgeSM Data Package			
Outgoing Picture Messaging	100 Outgoing Picture Messaging Add-on	Per Month, Per Phone	\$10.95	\$10.95	Overage above plan is \$0.25 per message	None.	Domestic message originates and terminates within the 48 contiguous United States. Must Accompany and EasyedgeSM Data Package			
EasyEdge	EasyedgeSM Pay Per Use	Per Use	\$0.01 per KB	\$0.01 per KB		None.				
EasyEdge	EasyedgeSM Unlimited	Per Month, Per Phone	\$9.95	\$9.95	Overage above plan is \$0.01 per KB	None.				
Additional Fees	Regulatory Cost Recovery Fee	Per Month, Per Phone	\$0.96	\$0.96	None.	None.				
Additional Fees	Universal Service Fund (USF) Fee	Per Month, Per Phone	0.0423%	0.0423%	None.	None.	Pass-through of federal charge.			
Additional Feature	Unlimited CALL ME Minutes	Per Month, Per Phone	\$6.00 Wide Area / \$8.00 National	\$6.00 Wide Area / \$8.00 National	Can be included at no charge on Choose 1 or choose 2 options above. Not available on pay per use or National 250	Incoming Calls	All Incoming Calls at no Charge			
Additional Feature	Unlimited Mobile-to-Mobile Minutes	Per Month, Per Phone	\$6.00 Wide Area / \$6.00 National	\$6.00 Wide Area / \$6.00 National	Can be included at no charge on Choose 1 or choose 2 options above. Not available on pay per use or National 250	Mobile to Mobile Calls	All Mobile to Mobile Calls at no Charge (Within U.S. Cellular® owned and operated network only)			
Additional Feature	Unlimited Nights and Weekend Minutes	Per Month, Per Phone	\$6.00 Wide Area / \$8.00 National	\$6.00 Wide Area / \$8.00 National	Can be included at no charge on Choose 1 or choose 2 options above. Not available on pay per use or National 250	Night and Weekend calls	All Nights and Weekend Calls at no Charge			



**MODIFICATION #1**  
**TO**  
**CONTRACT NUMBER VA-090320-USCC**  
**BETWEEN THE**  
**COMMONWEALTH OF VIRGINIA**  
**AND**  
**UNITED STATES CELLULAR OPERATING COMPANY, LLC**

This MODIFICATION #1 is an agreement between the Commonwealth of Virginia, through its Virginia Information Technologies Agency (VITA), hereinafter referred to as "Commonwealth" or "VITA," and UNITED STATES CELLULAR OPERATING COMPANY, LLC ("US Cellular"), hereinafter referred to as "Supplier" or "US Cellular," relating to the modification of Contract VA-090320-USCC. This Modification #1 is hereby incorporated into and made an integral part of Contract VA-090320-USCC.

The purpose of this Modification #1 is to make certain changes to the way in which new services may be established, and to further discount pricing. Specific changes are made to the original contract provisions as follows:

**Reference: Page 3 of 36, Section 1, entitled "Purpose and Scope":**

Both of the above-referenced parties agree to delete the second paragraph of this section and replace it with the following:

"Supplier will only provide service using the telephone numbers listed in Exhibit F for substantially the same services provided on those numbers as of the Effective Date; or to a Subscriber whose primary work location or residence is located in one of the following jurisdictions and to whom VITA has granted a waiver to order Services from Supplier, in addition to issuing a TSO."

**Reference: Page 17 of 36, Section 12.T, entitled "Entire Contract":**

Both of the above-referenced parties agree to insert the following line immediately after the line labeled as "(v)." in the list of exhibits:

"(vi). Exhibit F Permitted Telephone Numbers"

Both of the above-referenced parties agree to insert the phrase "Exhibit F" immediately following the phrase "Exhibit E" in the paragraph regarding order of precedence, which begins, "In the event of a conflict..."

**Reference: Exhibits**

Both of the above-referenced parties agree to replace the first 11 pages of Exhibit A with 11 new pages, which are attached hereto.

Both of the above-referenced parties agree to add Exhibit F "Permitted Telephone Numbers," which is attached hereto.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-090320-USCC and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

US CELLULAR

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

  
DANA D DORCAS  
SR Director of Sales  
EAST REGION  
5-19-09

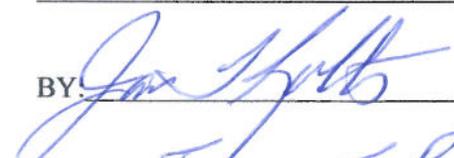
COMMONWEALTH OF VIRGINIA

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

  
James T. Roberts  
Director Finance & Administration  
5/20/09

**VITA - US Cellular Contract #VA-090320-USCC**  
**Exhibit A – Pricing**   
**Basic Voice Plan**

**RFP 2009-05 Pricing Submittal - Basic Voice Plan**

The Commonwealth seeks pricing for a "pay-as-you-go" rate plan consisting of a low monthly access fee per phone and a low per-minute usage rate, with no one-time initiation or termination fees.

The per-minute rate should be the same regardless of where in the 48 contiguous United States the call originates and terminates (i.e., no separate long distance, roaming or connection charges).

Indicate any feature(s) included for the basic monthly access fee (such as caller ID, voice mail, call forwarding, three-way calling, etc.).

List any and all additional fees that will apply to every unit (e.g., USF charges, etc.).

Provide monthly pricing for any additional optional "add-on" features that may be added to the phone for the additional fee indicated.

Provide pricing for any additional optional features that may be available on a per-call basis.

Supplier may expand the table to accommodate the full list of features proposed.

If Supplier has made any assumptions upon which the rates, charges or discounts are conditioned, they must be disclosed here.

Supplier must disclose any and all fees and charges that may apply under any conditions, clearly stating such conditions.

The first few rows of the table are populated with sample data.

Plan Name	Service Description	Unit Of Measure	Fee	Any other pricing factor (e.g., total volume, etc.)	Included Features	Assumptions/Restrictions
National Pay as you go	Monthly Access Fee	Per Month, Per Phone	\$8.00	None.	Voice Mail, Call Waiting, Call Forwarding, 3-Way Conference Calling, Caller ID	None.
National Pay as you go	Per Minute Use	Per Minute	\$0.08	None.	None.	Domestic call originates and terminates within the 48 contiguous United States.
National Pay as you go	Regulatory Cost Recovery Fee	Per Month, Per Phone	\$0.96	None.	None.	
National Pay as you go	Universal Service Fund (USF) Fee	Per Month, Per Phone	0.0423%	None.	None.	Pass-through of federal charge.
National Pay as you go	Incoming Text Messaging	Per Text Message	\$0.00	None.	None.	Domestic message originates and terminates within the 48 contiguous United States.
National Pay as you go	Incoming Picture Messaging	Per Picture Message	\$0.00	None.	None.	Domestic message originates and terminates within the 48 contiguous United States.
National Pay as you go	BlackBerry® Unlimited Domestic Data Add-on with Voice	Per Month, Per phone	\$32.95	None.	None.	must accompany a voice plan

**VITA - US Cellular Contract #VA-090320-USCC**  
**Exhibit A – Pricing**  
**Basic Voice Plan**

Plan Name	Service Description	Unit Of Measure	Fee	Any other pricing factor (e.g., total volume, etc.)	Included Features	Assumptions/Restrictions
National Pay as you go	Windows Mobile® Unlimited Domestic Data Add-on with Voice	Per Month, Per phone	\$19.95	None.	None.	must accompany a voice plan
National Pay as you go	Per Use Outgoing Text Messaging Add-on	Per Use	\$0.25	None.	None.	Domestic message originates and terminates within the 48 contiguous United States.
National Pay as you go	250 Outgoing Text Messaging Add-on	Per Month, Per Phone	\$4.95	Overage above plan is \$0.25 per message	None.	Domestic message originates and terminates within the 48 contiguous United States.
National Pay as you go	750 Outgoing Text Messaging Add-on	Per Month, Per Phone	\$9.95	Overage above plan is \$0.25 per message	None.	Domestic message originates and terminates within the 48 contiguous United States.
National Pay as you go	Unlimited Outgoing Text Messaging Add-on	Per Month, Per Phone	\$14.95	None.	None.	Domestic message originates and terminates within the 48 contiguous United States.
National Pay as you go	Per Use Outgoing Picture Messaging Add-on	Per Use	\$0.25		None.	Domestic message originates and terminates within the 48 contiguous United States. Must Accompany and EasyedgeSM Data Package
National Pay as you go	20 Outgoing Picture Messaging Add-on	Per Month, Per Phone	\$2.95	Overage above plan is \$0.25 per message	None.	Domestic message originates and terminates within the 48 contiguous United States. Must Accompany and EasyedgeSM Data Package
National Pay as you go	50 Outgoing Picture Messaging Add-on	Per Month, Per Phone	\$5.95	Overage above plan is \$0.25 per message	None.	Domestic message originates and terminates within the 48 contiguous United States. Must Accompany and EasyedgeSM Data Package
National Pay as you go	100 Outgoing Picture Messaging Add-on	Per Month, Per Phone	\$10.95	Overage above plan is \$0.25 per message	None.	Domestic message originates and terminates within the 48 contiguous United States. Must Accompany and EasyedgeSM Data Package
National Pay as you go	EasyedgeSM Pay Per Use	Per Use	0.01 per KB		None.	
National Pay as you go	EasyedgeSM Unlimited	Per Month, Per Phone	\$9.95	Overage above plan is \$0.01 per KB	None.	

**VITA - US Cellular Contract #VA-090320-USCC**  
**Exhibit A – Pricing**  
**Data Only Plan**

**RFP 2009-05 Pricing Submittal - Data Only Plan**

The Commonwealth seeks pricing for wireless data-only access.

The rate should be the same regardless of where in the 48 contiguous United States the call originates and terminates (i.e., no separate long distance, roaming or connection charges).

Indicate any feature(s) included for the basic monthly access fee.

List any and all additional fees that will apply to every unit (e.g., USF charges, etc.).

Provide monthly pricing for any additional optional "add-on" features that may be added to the unit for the additional fee indicated.

Provide pricing for any additional optional features that may be available.

Supplier may expand the table to accommodate the full list of features proposed.

If Supplier has made any assumptions upon which the rates, charges or discounts are conditioned, they must be disclosed here.

Supplier must disclose any and all fees and charges that may apply under any conditions, clearly stating such conditions.

The first few rows of the table are populated with sample data.

Plan Name	Service Description	Unit Of Measure	Fee	Any other pricing factor (e.g., total volume, etc.)	Included Features	Assumptions/Restrictions
State of Virginia Data Only	Windows Mobile® Unlimited Domestic Data Add-on without Voice	Per Month, Per phone	\$19.95	None.	None.	without a voice calling plan (data only device)
State of Virginia Data Only	BlackBerry® Unlimited Domestic Data Add-on without Voice	Per Month, Per phone	\$31.00	None.	None.	without a voice calling plan (data only device)
State of Virginia Data Only	EasyEdge Wireless Modem	Per Month, Per Card	\$45.00	None.	None.	5 Gig max
State of Virginia Data Only	Regulatory Cost Recovery Fee	Per Month, Per Phone	\$0.96	None.	None.	
State of Virginia Data Only	Universal Service Fund (USF) Fee	Per Month, Per Phone	0.0423%	None.	None.	Pass-through of federal charge.

**VITA - US Cellular Contract #VA-090320-USCC**  
**Exhibit A – Pricing**  
**Equipment and Accessories**

**RFP 2009-05 Pricing Submittal - Equipment and Accessories**

The Commonwealth seeks pricing for all equipment offered related to all services offered.

The Commonwealth suggests offering at least one (1) basic voice-only telephone with two-way speakerphone at no charge for the entire term of the contract.

In addition to any "no-charge" units offered, the Commonwealth is interested in an equipment pricing structure that streamlines the process of introducing new equipment and presenting equipment pricing to potential contract users. To that end the Commonwealth requests, and the example(s) below include(s), "percent off list" pricing that would be applied consistently to each manufacturer's equipment for the term of the contract.

The Commonwealth recognizes that there are benefits that may be achieved by "refreshing" equipment on a regular basis. Please propose an explicit refresh structure that results in the sharing of those benefits with the Commonwealth.

All equipment prices should include the cost of handling and shipping to any address in the Commonwealth of Virginia (i.e., the Commonwealth will not pay additional charges for standard ground shipping).

If additional shipping or handling charges apply to any new orders for equipment shipped to addresses within the Commonwealth of Virginia in an expedited manner, provide details below including the applicable delivery interval.

If shipping or handling charges apply to any equipment shipped to addresses outside the Commonwealth of Virginia, provide details below.

If additional shipping or handling charges apply to any new orders for equipment shipped to addresses outside the Commonwealth of Virginia in an expedited manner, provide details below including the applicable delivery interval(s).

Supplier must disclose any and all fees and charges that may apply under any conditions, clearly stating such conditions.

If Supplier has made any assumptions upon which the rates, charges or discounts are conditioned, they must be disclosed here.

The first few rows of the table are populated with sample data.

Manufacturer	Category	Model Number	Description	Delivery Lead Time (in days ARO)	List Price	Percentage Discount	Net Purchase Price Offered to Commonwealth	Net Refresh Credit Offered to Commonwealth	Refresh Cycle (months)
Samsung	Voice	U340	See Attachment 7 (seven): Device and Accessory Specifications	5	\$159.95	99.99%	\$0.01	\$159.94	18*
LG	Voice	UX300	See Attachment 7 (seven): Device and Accessory Specifications	5	\$159.95	93.78%	\$9.95	\$150.00	18*
LG	Voice	UX380	See Attachment 7 (seven): Device and Accessory Specifications	5	\$219.95	68.20%	\$69.95	\$150.00	18*
Motorola	Voice	W385	See Attachment 7 (seven): Device and Accessory Specifications	5	\$199.95	90.02%	\$19.95	\$180.00	18*
Motorola	Voice	VE20	See Attachment 7 (seven): Device and Accessory Specifications	5	\$229.95	56.53%	\$99.95	\$130.00	18*
HTC	Voice and Data	Touch	See Attachment 7 (seven): Device and Accessory Specifications	5	\$499.95	70.01%	\$149.95	\$350.00	18*
Motorola	Voice and Data	Q	See Attachment 7 (seven): Device and Accessory Specifications	5	\$399.95	75.01%	\$99.95	\$300.00	18*
BlackBerry®	Voice and Data	Pearl	See Attachment 7 (seven): Device and Accessory Specifications	5	\$499.95	84.01%	\$79.95	\$420.00	18*
BlackBerry®	Voice and Data	8330 Curve	See Attachment 7 (seven): Device and Accessory Specifications	5	\$499.95	80.01%	\$99.95	\$400.00	18*
UT Starcom	Data Only	UM175	See Attachment 7 (seven): Device and Accessory Specifications	5	\$279.95	99.99%	\$0.01	\$279.94	18*
Per Model	Accessory	Per Model	Automotive Adaptor	5	\$19.95	20%	\$15.96	\$15.96	0
Per Model	Accessory	Per Model	Leather Case	5	\$14.95	20%	\$11.96	\$11.96	0
Per Model	Accessory	Per Model	Extended Battery (Not Available for all phones)	5	\$49.95	20%	\$39.96	\$39.96	0
Plantronics	Accessory	SCP Explorer 220	Bluetooth Earpiece	5	\$39.95	20%	\$31.96	\$31.96	0

Manufacture and Model are subject to change without notice. U.S. Cellular® will introduce handsets that meet or exceed the specifications requested above  
 \*Any device replaced prior to the 18 month refresh for any reason will be charged List Pricing

**VITA - US Cellular Contract #VA-090320-USCC**  
**Exhibit A – Pricing**  
**Software Licenses & Support**

**RFP 2009-05 Pricing Submittal - Software Licenses & Support**

In the table below, identify and price every software product required to adequately support the Solution proposed.

The scope of use for each License Type is as defined in RFP Section 8 and is to be used in formulating Supplier pricing.

Annual Software Support and Maintenance cost is expected to be given as a percent of the fee actually paid for each license, valid for at least five (5) years after

Software Support and Maintenance includes helpdesk, bug fix and all new releases and upgrades issued by OEM (software publisher).

If Supplier has made any assumptions upon which the rates, charges or discounts are conditioned, they must be disclosed here.

Supplier must disclose any and all fees and charges that may apply under any conditions, clearly stating such conditions.

Supplier may expand the table to accommodate the full catalog of software proposed.

The first few rows of the table are populated with sample data.

Software	Product	Version	Publisher/OEM	License Term (Perpetual, Periodic, Annual, Monthly, etc.)	License Type (User, Server, Concurrent Use, Site, Enterprise Wide)	Unit Of Measure by License Type	Quantity	List Price	Discount off list (%)	Any other pricing factor (e.g. order size, annual spend, etc.)	Net Price After All Discounts	Annual Software Support and Maintenance Cost (% of discounted License Price)	Assumptions	Restrictions
BlackBerry®	BlackBerry Enterprise Server 4.0 for Microsoft Exchange	4.0	BlackBerry®	One Time	Enterprise Wide	1	1	\$2,995.95	0.0%	None	\$ 2,995.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Server 4.0 for Microsoft Exchange	4.0	BlackBerry®	One Time	Enterprise Wide	20	1	\$3,995.95	0.0%	None	\$ 3,995.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Server 4.0 for IBM Lotus Domino	4.0	BlackBerry®	One Time	Enterprise Wide	1	1	\$2,995.95	0.0%	None	\$ 2,995.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Server 4.0 for IBM Lotus Domino	4.0	BlackBerry®	One Time	Enterprise Wide	20	1	\$3,995.95	0.0%	None	\$ 3,995.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Server 4.0 for Novell GroupWise	4.0	BlackBerry®	One Time	Enterprise Wide	1	1	\$ 2,995.95	0.0%	None	\$ 2,995.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Server 4.0 for Novell GroupWise	4.0	BlackBerry®	One Time	Enterprise Wide	20	1	\$ 2,995.95	0.0%	None	\$ 2,995.95	None	Applicable taxing is not included	

VITA - US Cellular Contract #VA-090320-USCC

Exhibit A – Pricing

Software Licenses & Support

Software	Product	Version	Publisher/OEM	License Term (Perpetual, Periodic, Annual, Monthly, etc.)	License Type (User, Server, Concurrent Use, Site, Enterprise Wide)	Unit Of Measure by License Type	Quantity	List Price	Discount off list (%)	Any other pricing factor (e.g. order size, annual spend, etc.)	Net Price After All Discounts	Annual Software Support and Maintenance Cost (% of discounted License Price)	Assumptions	Restrictions
BlackBerry®	BlackBerry Enterprise Server CAL	4.0	BlackBerry®	One Time	Enterprise Wide	1	1	\$ 99.95	0.0%	None	\$ 99.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Server CAL	4.0	BlackBerry®	One Time	Enterprise Wide	5	1	\$ 429.95	0.0%	None	\$ 99.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Server CAL	4.0	BlackBerry®	One Time	Enterprise Wide	10	1	\$ 699.95	0.0%	None	\$ 699.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Server CAL	4.0	BlackBerry®	One Time	Enterprise Wide	50	1	\$ 3,299.95	0.0%	None	\$ 3,299.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Server CAL	4.0	BlackBerry®	One Time	Enterprise Wide	100	1	\$ 5,999.95	0.0%	None	\$ 5,999.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Server CAL	4.0	BlackBerry®	One Time	Enterprise Wide	500	1	\$ 27,499.95	0.0%	None	\$ 27,499.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Solution T-Support Tx2 Per Server Fee	4.0	BlackBerry®	Annual	Per Server	1	1	\$ 629.95	0.0%	None	\$ 629.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Solution T-Support Tx2 Per Device Fee	4.0	BlackBerry®	Annual	Per Device up to 99	1	1	\$ 25.00	0.0%	None	\$ 25.00	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Solution T-Support Tx2 Per Device Fee	4.0	BlackBerry®	Annual	Per Device 100-499	1	1	\$ 22.50	0.0%	None	\$ 22.50	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Solution T-Support Tx2 Per Device Fee	4.0	BlackBerry®	Annual	Per Device 500-999	1	1	\$ 20.00	0.0%	None	\$ 20.00	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Solution T-Support Tx2 Per Device Fee	4.0	BlackBerry®	Annual	Per Device 1000-4999	1	1	\$ 17.50	0.0%	None	\$ 17.50	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Solution T-Support Tx2 Per Device Fee	4.0	BlackBerry®	Annual	Per Device 5000-9999	1	1	\$ 15.00	0.0%	None	\$ 15.00	None	Applicable taxing is not included	

VITA - US Cellular Contract #VA-090320-USCC

Exhibit A – Pricing

Software Licenses & Support

Software	Product	Version	Publisher/OEM	License Term (Perpetual, Periodic, Annual, Monthly, etc.)	License Type (User, Server, Concurrent Use, Site, Enterprise Wide)	Unit Of Measure by License Type	Quantity	List Price	Discount off list (%)	Any other pricing factor (e.g. order size, annual spend, etc.)	Net Price After All Discounts	Annual Software Support and Maintenance Cost (% of discounted License Price)	Assumptions	Restrictions
BlackBerry®	BlackBerry Enterprise Solution T-Support Tx2 Per Device Fee	4.0	BlackBerry®	Annual	Per Device 10000 +	1	1	\$ 12.50	0.0%	None	\$ 12.50	None	Applicable taxing is not included	

**VITA - US Cellular Contract #VA-090320-USCC**  
**Exhibit A – Pricing**  
**Value Adds**

**RFP 2009-05 Pricing Submittal - Value Adds**

If Supplier has proposed any "Value Adds" (Table I in Section 5 of the RFP) for which there are charges or fees, provide that data in this worksheet.

**This pricing data is in addition to, and not in lieu of, the pricing data requested pursuant to the other worksheets in this workbook.**

Option Pricing Schedule

**Upon award U.S. Cellular® has approved a 15% discount for all State of Virginia Employees. Certain restrictions apply.**

**VITA - US Cellular Contract #VA-090320-USCC**  
**Exhibit A – Pricing**  
**Supplier Option**

**RFP 2009-05 Pricing Submittal - Supplier Option**

If Supplier has any additional pricing model(s) that it wants to submit, provide that data in this worksheet.

This pricing data is in addition to, and not in lieu of, the pricing data requested pursuant to the other worksheets in this workbook.

Plan Name	Service Description	Unit Of Measure	Fee	Any other pricing factor (e.g., total volume, etc.)	Included Features	Assumptions/Restrictions	Overage	Roaming	Night/Weekend Schedule
Wide Area	Wide Area 300	Per Month, Per Phone	\$23.39	Choose 1 additional feature at no cost. Additional features listed below	300 Minutes, per phone Voice Mail, Call Waiting, Call Forwarding, 3-Way Conference Calling, Caller ID	Based on U.S. Cellular® Wide Area Calling. Plans can be aggregated or stand alone. Aggregation per billing Account Number. Additional restrictions may apply. Overage and Roaming rates Apply	0.39	0.39	9 PM - 7 AM
Wide Area	Wide Area 700	Per Month, Per Phone	\$31.19	Choose 2 additional feature at no cost. Additional features listed below	700 Minutes, per phone Voice Mail, Call Waiting, Call Forwarding, 3-Way Conference Calling, Caller ID	Based on U.S. Cellular® Wide Area Calling. Plans can be aggregated or stand alone. Aggregation per billing Account Number. Additional restrictions may apply. Overage and Roaming rates Apply	0.39	0.39	9 PM - 7 AM
Wide Area	Wide Area 1000	Per Month, Per Phone	\$38.99	Choose 2 additional feature at no cost. Additional features listed below	1000 Minutes, per phone Voice Mail, Call Waiting, Call Forwarding, 3-Way Conference Calling, Caller ID	Based on U.S. Cellular® Wide Area Calling. Plans can be aggregated or stand alone. Aggregation per billing Account Number. Additional restrictions may apply. Overage and Roaming rates Apply	0.39	0.39	7 PM - 7 AM
Wide Area	Wide Area 1650	Per Month, Per Phone	\$58.49	Choose 2 additional feature at no cost. Additional features listed below	1650 Minutes, per phone Voice Mail, Call Waiting, Call Forwarding, 3-Way Conference Calling, Caller ID	Based on U.S. Cellular® Wide Area Calling. Plans can be aggregated or stand alone. Aggregation per billing Account Number. Additional restrictions may apply. Overage and Roaming rates Apply	0.25	0.39	7 PM - 7 AM
Wide Area	Wide Area 2200	Per Month, Per Phone	\$77.99	Choose 2 additional feature at no cost. Additional features listed below	2200 Minutes, per phone Voice Mail, Call Waiting, Call Forwarding, 3-Way Conference Calling, Caller ID	Based on U.S. Cellular® Wide Area Calling. Plans can be aggregated or stand alone. Aggregation per billing Account Number. Additional restrictions may apply. Overage and Roaming rates Apply	0.25	0.39	7 PM - 7 AM
National	National 450	Per Month, Per Phone	\$31.19	Choose 2 additional feature at no cost. Additional features listed below	450 Minutes, per phone Voice Mail, Call Waiting, Call Forwarding, 3-Way Conference Calling, Caller ID	Based on U.S. Cellular® National Calling. Plans can be aggregated or stand alone. Aggregation per billing Account Number. Additional restrictions may apply. Overage rates Apply	0.49	0	9 PM - 7 AM

**VITA - US Cellular Contract #VA-090320-USCC**  
**Exhibit A – Pricing**  
**Supplier Option**

Plan Name	Service Description	Unit Of Measure	Fee	Any other pricing factor (e.g., total volume, etc.)	Included Features	Assumptions/Restrictions	Overage	Roaming	Night/Weekend Schedule
National	National 650	Per Month, Per Phone	\$38.99	Choose 2 additional features at no cost. Additional features listed below	650 Minutes, per phone Voice Mail, Call Waiting, Call Forwarding, 3-Way Conference Calling, Caller ID	Based on U.S. Cellular® National Calling. Plans can be aggregated or stand alone. Aggregation per billing Account Number. Additional restrictions may apply. Overage rates Apply	0.49	0	7 PM - 7 AM
National	National 900	Per Month, Per Phone	\$46.79	Choose 2 additional features at no cost. Additional features listed below	900 Minutes, per phone Voice Mail, Call Waiting, Call Forwarding, 3-Way Conference Calling, Caller ID	Based on U.S. Cellular® National Calling. Plans can be aggregated or stand alone. Aggregation per billing Account Number. Additional restrictions may apply. Overage rates Apply	0.25	0	7 PM - 7 AM
National	National 1350	Per Month, Per Phone	\$62.39	Choose 2 additional features at no cost. Additional features listed below	1350 Minutes, per phone Voice Mail, Call Waiting, Call Forwarding, 3-Way Conference Calling, Caller ID	Based on U.S. Cellular® National Calling. Plans can be aggregated or stand alone. Aggregation per billing Account Number. Additional restrictions may apply. Overage rates Apply	0.25	0	7 PM - 7 AM
National	National 250	Per Month, Per Phone	\$25.00	None.	250 Minutes, per phone Voice Mail, Call Waiting, Call Forwarding, 3-Way Conference Calling, Caller ID	Based on U.S. Cellular® National Calling. Plans can be aggregated or stand alone. Aggregation per billing Account Number. Additional restrictions may apply. Overage rates Apply	0.49	0	None
Incoming Text Messaging	Incoming Text Messaging	Per Text Message	\$0.00	None.	None.	Domestic message originates and terminates within the 48 contiguous United States.			
Incoming Picture Messaging	Incoming Picture Messaging	Per Picture Message	\$0.00	None.	None.	Domestic message originates and terminates within the 48 contiguous United States.			
BlackBerry®	BlackBerry® Unlimited Domestic Data Add-on with Voice	Per Month, Per phone	\$31.00	None.	None.	must accompany a voice plan			
Windows Mobile®	Windows Mobile® Unlimited Domestic Data Add-on with Voice	Per Month, Per phone	\$19.95	None.	None.	must accompany a voice plan			
Outgoing Text Messaging	Per Use Outgoing Text Messaging Add-on	Per Use	\$0.25	None.	None.	Domestic message originates and terminates within the 48 contiguous United States.			
Outgoing Text Messaging	250 Outgoing Text Messaging Add-on	Per Month, Per Phone	\$4.95	Overage above plan is \$0.25 per message	None.	Domestic message originates and terminates within the 48 contiguous United States.			
Outgoing Text Messaging	750 Outgoing Text Messaging Add-on	Per Month, Per Phone	\$9.95	Overage above plan is \$0.25 per message	None.	Domestic message originates and terminates within the 48 contiguous United States.			
Outgoing Text Messaging	Unlimited Outgoing Text Messaging Add-on	Per Month, Per Phone	\$14.95	None.	None.	Domestic message originates and terminates within the 48 contiguous United States.			

**VITA - US Cellular Contract #VA-090320-USCC**  
**Exhibit A – Pricing**  
**Supplier Option**

Plan Name	Service Description	Unit Of Measure	Fee	Any other pricing factor (e.g., total volume, etc.)	Included Features	Assumptions/Restrictions	Overage	Roaming	Night/Weekend Schedule
Outgoing Picture Messaging	Per Use Outgoing Picture Messaging Add-on	Per Use	\$0.25		None.	Domestic message originates and terminates within the 48 contiguous United States. Must Accompany and EasyedgeSM Data Package			
Outgoing Picture Messaging	20 Outgoing Picture Messaging Add-on	Per Month, Per Phone	\$2.95	Overage above plan is \$0.25 per message	None.	Domestic message originates and terminates within the 48 contiguous United States. Must Accompany and EasyedgeSM Data Package			
Outgoing Picture Messaging	50 Outgoing Picture Messaging Add-on	Per Month, Per Phone	\$5.95	Overage above plan is \$0.25 per message	None.	Domestic message originates and terminates within the 48 contiguous United States. Must Accompany and EasyedgeSM Data Package			
Outgoing Picture Messaging	100 Outgoing Picture Messaging Add-on	Per Month, Per Phone	\$10.95	Overage above plan is \$0.25 per message	None.	Domestic message originates and terminates within the 48 contiguous United States. Must Accompany and EasyedgeSM Data Package			
EasyEdge	EasyedgeSM Pay Per Use	Per Use	\$0.01 per KB		None.				
EasyEdge	EasyedgeSM Unlimited	Per Month, Per Phone	\$9.95	Overage above plan is \$0.01 per KB	None.				
Additional Fees	Regulatory Cost Recovery Fee	Per Month, Per Phone	\$0.96	None.	None.				
Additional Fees	Universal Service Fund (USF) Fee	Per Month, Per Phone	0.0423%	None.	None.	Pass-through of federal charge.			
Additional Feature	Unlimited CALL ME Minutes	Per Month, Per Phone	\$6.00 Wide Area / \$8.00 National	Can be included at no charge on Choose 1 or choose 2 options above. Not available on pay per use or National 250	Incoming Calls	All Incoming Calls at no Charge			
Additional Feature	Unlimited Mobile-to-Mobile Minutes	Per Month, Per Phone	\$6.00 Wide Area / \$6.00 National	Can be included at no charge on Choose 1 or choose 2 options above. Not available on pay per use or National 250	Mobile to Mobile Calls	All Mobile to Mobile Calls at no Charge (Within U.S. Cellular® owned and operated network only)			
Additional Feature	Unlimited Nights and Weekend Minutes	Per Month, Per Phone	\$6.00 Wide Area / \$8.00 National	Can be included at no charge on Choose 1 or choose 2 options above. Not available on pay per use or National 250	Night and Weekend calls	All Nights and Weekend Calls at no Charge			

**EXHIBIT F – PERMITTED TELEPHONE NUMBERS** 

(276) 233-0761	(276) 620-2864	(276) 733-3732	(434) 315-1579
(276) 233-1226	(276) 620-2865	(276) 733-3789	(434) 315-1583
(276) 233-2859	(276) 620-2867	(276) 733-3823	(434) 315-1602
(276) 233-2863	(276) 620-3057	(276) 733-3876	(434) 315-1604
(276) 233-2866	(276) 620-3076	(276) 733-3879	(434) 315-1605
(276) 233-2868	(276) 620-3583	(276) 733-3932	(434) 315-1606
(276) 233-4183	(276) 620-3596	(276) 733-5147	(434) 315-1622
(276) 233-6172	(276) 620-3597	(276) 733-5798	(434) 315-1627
(276) 233-6939	(276) 620-4103	(276) 733-6086	(434) 315-1658
(276) 233-7885	(276) 620-4194	(276) 733-6597	(434) 315-1753
(276) 237-0310	(276) 620-4207	(276) 733-9426	(434) 315-1758
(276) 237-2597	(276) 620-4215	(276) 733-9427	(434) 315-1762
(276) 340-0079	(276) 620-4286	(276) 733-9428	(434) 315-1765
(276) 340-0298	(276) 620-4482	(276) 733-9429	(434) 315-1851
(276) 340-0302	(276) 620-4723	(276) 733-9741	(434) 315-1878
(276) 340-0339	(276) 620-4731	(276) 733-9743	(434) 315-1923
(276) 340-0361	(276) 692-5060	(276) 733-9762	(434) 315-1931
(276) 340-0411	(276) 692-5073	(276) 733-9771	(434) 315-1960
(276) 340-0481	(276) 692-5117	(276) 733-9778	(434) 315-1964
(276) 340-0837	(276) 692-5136	(276) 733-9796	(434) 315-3014
(276) 340-2003	(276) 692-5251	(276) 733-9830	(434) 315-3059
(276) 340-2020	(276) 692-5464	(276) 768-6034	(434) 315-3148
(276) 340-2032	(276) 692-5476	(276) 768-7794	(434) 315-3206
(276) 340-2035	(276) 692-5632	(276) 768-7815	(434) 315-3219
(276) 340-2037	(276) 692-5633	(276) 768-7819	(434) 315-3286
(276) 340-2040	(276) 692-5695	(276) 768-7823	(434) 315-3296
(276) 340-2091	(276) 692-5839	(276) 768-7826	(434) 315-3413
(276) 340-2095	(276) 692-5892	(276) 768-7829	(434) 315-3421
(276) 340-2214	(276) 692-5923	(276) 768-7831	(434) 315-3427
(276) 340-4030	(276) 692-6448	(276) 768-7835	(434) 315-3448
(276) 340-6216	(276) 692-6601	(276) 768-7836	(434) 315-3459
(276) 340-6217	(276) 692-6633	(276) 768-7839	(434) 315-3590
(276) 340-6876	(276) 692-7190	(276) 768-7842	(434) 315-3746
(276) 613-0602	(276) 733-0456	(276) 768-7843	(434) 315-3793
(276) 620-0159	(276) 733-0596	(276) 768-7983	(434) 315-4084
(276) 620-0206	(276) 733-0597	(434) 315-1002	(434) 315-4399
(276) 620-0786	(276) 733-0860	(434) 315-1013	(434) 315-4423
(276) 620-0915	(276) 733-0920	(434) 315-1057	(434) 315-4428
(276) 620-0973	(276) 733-0960	(434) 315-1058	(434) 470-0217
(276) 620-1515	(276) 733-1062	(434) 315-1070	(434) 470-0272
(276) 620-1516	(276) 733-1451	(434) 315-1074	(434) 470-0493
(276) 620-1517	(276) 733-2021	(434) 315-1084	(434) 547-0077
(276) 620-1518	(276) 733-2475	(434) 315-1116	(434) 547-0132
(276) 620-1741	(276) 733-2500	(434) 315-1227	(434) 547-0163
(276) 620-1764	(276) 733-3240	(434) 315-1245	(434) 547-2454
(276) 620-2143	(276) 733-3317	(434) 315-1372	(434) 547-2527
(276) 620-2205	(276) 733-3369	(434) 315-1387	(434) 547-3238
(276) 620-2308	(276) 733-3455	(434) 315-1432	(434) 547-3421
(276) 620-2788	(276) 733-3463	(434) 315-1434	(434) 547-3423
(276) 620-2823	(276) 733-3525	(434) 315-1438	(434) 547-3445
(276) 620-2860	(276) 733-3656	(434) 315-1445	(434) 547-4190
(276) 620-2861	(276) 733-3658	(434) 315-1546	(434) 547-4697
(276) 620-2862	(276) 733-3697	(434) 315-1573	(434) 547-4770

(434) 547-4777	(540) 309-0755	(540) 312-3558	(540) 320-1658
(434) 547-5176	(540) 309-0919	(540) 312-3574	(540) 320-1663
(434) 547-5186	(540) 309-0929	(540) 312-3604	(540) 320-1669
(434) 547-7018	(540) 309-1243	(540) 312-3606	(540) 320-1738
(434) 547-7317	(540) 309-1275	(540) 312-3610	(540) 320-1884
(434) 547-7535	(540) 309-1589	(540) 312-4462	(540) 320-1893
(434) 547-7536	(540) 309-1646	(540) 312-5330	(540) 320-1901
(434) 547-7721	(540) 309-1889	(540) 312-6231	(540) 320-2078
(434) 547-7806	(540) 309-2051	(540) 312-6503	(540) 320-2142
(434) 547-7896	(540) 309-2103	(540) 312-7206	(540) 320-2156
(434) 547-7909	(540) 309-2261	(540) 312-7247	(540) 320-2182
(434) 547-9205	(540) 309-2310	(540) 312-7248	(540) 320-2204
(434) 547-9457	(540) 309-2397	(540) 312-7755	(540) 320-2268
(434) 547-9458	(540) 309-2494	(540) 312-7799	(540) 320-2318
(434) 547-9459	(540) 309-2643	(540) 312-7841	(540) 320-2337
(434) 547-9460	(540) 309-2674	(540) 312-8255	(540) 320-2358
(434) 547-9481	(540) 309-2796	(540) 312-8781	(540) 320-2378
(434) 547-9491	(540) 309-2835	(540) 320-0043	(540) 320-2403
(434) 547-9569	(540) 309-2859	(540) 320-0185	(540) 320-2427
(434) 547-9579	(540) 309-2968	(540) 320-0208	(540) 320-2481
(434) 547-9582	(540) 309-3043	(540) 320-0210	(540) 320-2538
(434) 547-9583	(540) 309-3108	(540) 320-0310	(540) 320-2561
(434) 610-0149	(540) 309-3122	(540) 320-0320	(540) 320-2587
(434) 610-0478	(540) 309-3657	(540) 320-0324	(540) 320-2604
(434) 610-5208	(540) 309-3750	(540) 320-0346	(540) 320-2666
(434) 610-6201	(540) 309-3814	(540) 320-0350	(540) 320-2701
(434) 660-1515	(540) 309-3894	(540) 320-0360	(540) 320-2718
(434) 664-7928	(540) 309-4601	(540) 320-0378	(540) 320-2731
(434) 665-0886	(540) 309-5439	(540) 320-0420	(540) 320-2743
(434) 841-4706	(540) 309-5813	(540) 320-0449	(540) 320-2793
(540) 230-0344	(540) 309-5928	(540) 320-0483	(540) 320-2819
(540) 230-0797	(540) 309-7122	(540) 320-0550	(540) 320-2861
(540) 230-0875	(540) 309-7190	(540) 320-0596	(540) 320-2881
(540) 230-3435	(540) 309-7945	(540) 320-0603	(540) 320-2917
(540) 230-3842	(540) 309-7946	(540) 320-0623	(540) 320-2944
(540) 230-5304	(540) 309-7956	(540) 320-0661	(540) 320-2946
(540) 230-6326	(540) 312-0043	(540) 320-0694	(540) 320-2985
(540) 230-8518	(540) 312-0541	(540) 320-0745	(540) 320-2986
(540) 230-8747	(540) 312-0629	(540) 320-0790	(540) 320-2988
(540) 230-9137	(540) 312-0671	(540) 320-0855	(540) 320-2989
(540) 239-2673	(540) 312-0714	(540) 320-0881	(540) 320-2992
(540) 239-2793	(540) 312-0720	(540) 320-0974	(540) 320-2995
(540) 239-3235	(540) 312-0736	(540) 320-1136	(540) 320-2996
(540) 257-0230	(540) 312-0832	(540) 320-1138	(540) 320-2997
(540) 257-0935	(540) 312-0836	(540) 320-1139	(540) 320-2998
(540) 309-0079	(540) 312-0984	(540) 320-1147	(540) 320-3022
(540) 309-0162	(540) 312-1637	(540) 320-1218	(540) 320-3029
(540) 309-0223	(540) 312-1641	(540) 320-1279	(540) 320-3047
(540) 309-0235	(540) 312-2387	(540) 320-1332	(540) 320-3126
(540) 309-0241	(540) 312-2389	(540) 320-1373	(540) 320-3131
(540) 309-0426	(540) 312-3385	(540) 320-1394	(540) 320-3192
(540) 309-0474	(540) 312-3447	(540) 320-1410	(540) 320-3198
(540) 309-0509	(540) 312-3451	(540) 320-1427	(540) 320-3201
(540) 309-0618	(540) 312-3482	(540) 320-1448	(540) 320-3209
(540) 309-0659	(540) 312-3502	(540) 320-1453	(540) 320-3244
(540) 309-0739	(540) 312-3536	(540) 320-1468	(540) 320-3259

(540) 320-3267	(540) 330-4097	(540) 357-0384	(540) 357-1077
(540) 320-3276	(540) 330-4543	(540) 357-0393	(540) 357-1086
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(540) 765-7160	(540) 874-5504	
(540) 765-7175	(540) 874-5507	



# **Wireless Services and Equipment Contract**

between

**The Virginia Information Technologies Agency**

on behalf of

**The Commonwealth of Virginia**

and

**United States Cellular Operating Company, LLC**

**VITA CONTRACT #VA-090320-USCC  
STATEWIDE WIRELESS SERVICES AND EQUIPMENT – U.S. CELLULAR®**

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## CONTRACTUAL TERMS AND CONDITIONS TELECOMMUNICATIONS SERVICES CONTRACT

THIS WIRELESS TELECOMMUNICATIONS SERVICES CONTRACT (“Contract”) is entered into by and between the Virginia Information Technologies Agency (hereinafter referred to as “VITA”), pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia (“the Commonwealth”), and United States Cellular Operating Company, LLC by and on behalf of its subsidiaries and/or affiliates that are the Federal Communications Commission licensees for the geographic area in which the services will be provided (“Supplier”) to be effective as of the last date set forth on the signature page of this Contract (“Effective Date”).

### 1. PURPOSE AND SCOPE

This Contract sets forth the terms and conditions under which Supplier shall provide wireless telecommunication Services and Products to any public body as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia.

Supplier will only be obligated to provide service to a Subscriber whose primary work location or residence is located in one of the following jurisdictions:

Albemarle	Clifton Forge City	Lexington City
Alleghany	Covington City	Lynchburg City
Amherst	Craig	Martinsville City
Appomattox	Cumberland	Montgomery
Bath	Floyd	Patrick
Bedford	Fluvanna	Prince Edward
Bedford City	Franklin	Pulaski
Botetourt	Galax City	Radford City
Buckingham	Giles	Roanoke
Buena Vista City	Grayson	Roanoke City
Campbell	Greene	Rockbridge
Carroll	Halifax	Salem City
Charlotte	Henry	South Boston City
Charlottesville City		Smyth
		Wythe

### 2. DEFINITIONS

#### A. Confidential Information

Any confidential or proprietary information of a Party that is disclosed in any manner, including oral or written, graphic, machine readable or other tangible form, to any other Party in connection with or as a result of discussions related to this Contract or any order issued hereunder, and which at the time of disclosure either (i) is marked as being “Confidential” or “Proprietary”, (ii) is otherwise reasonably identifiable as the confidential or proprietary information of the disclosing Party, or (iii) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of the disclosing Party.

**B. Electronic Data**

Data provided that can be read and used for computation and other operations by a computer system. For example, a billing file in a locked Adobe PDF format would *not* be considered Electronic Data.

**C. Party**

Supplier, VITA, or a public body (as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia), including a Subscriber, which is a recipient of Supplier's Services.

**D. Product**

A wireless handset, data card or other device provided by Supplier under this Contract.

**E. Service**

Any work performed or service provided by Supplier under this Contract for the benefit of VITA, a Subscriber, or any other public body on whose behalf VITA has placed an order with Supplier.

**F. Subscriber**

An individual or public body receiving Service or Product pursuant to an Order under this Contract.

**G. Telecommunications Service Order (TSO)**

An order for telecommunications services issued by VITA to a supplier of telecommunications services. For purposes of this Contract, a TSO shall refer to an order for Services, in substantially the form of Exhibit C to this Contract, issued by VITA to Supplier. Any TSO shall constitute an order.

**H. USF Subscriber**

Subscriber which is receiving funding from the federal Universal Service Fund (USF) for Services or Products.

**I. VITA**

Virginia Information Technologies Agency, an agency of the Commonwealth of Virginia pursuant to Chapter 20.1 (§§2.2-2005 et seq.) of the Code of Virginia or successor agency.

**3. TERM AND TERMINATION**

**A. Contract Term**

This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, shall continue to be effective and legally binding through June 30, 2011. VITA, at its sole option, may extend the term of this Contract for up to six (6) additional one (1) year periods after the expiration of the initial contract term upon mutual agreement of both parties. VITA will issue a written notification to the Supplier stating the extension period, not less than sixty (60) days prior to the expiration of any current term and Supplier will notify VITA in writing within twenty (20) days of its acceptance or rejection of the extension period.

**B. Termination for Convenience**

VITA may terminate this Contract, in whole or in part, or any order issued hereunder, in whole or in part, or a USF Subscriber may terminate an Order, in whole or in part, upon not less than thirty (30) days prior written notice at any time for any reason ("Termination for Convenience"). VITA may also immediately terminate this Contract, in whole or in part, or any order issued hereunder, if Supplier becomes a party excluded from Federal Procurement and Nonprocurement Programs. VITA shall provide written notice to Supplier of such termination, and Supplier shall provide prompt written notice to VITA if federal debarment proceedings are instituted against Supplier. Supplier shall submit any contractual or order dispute to VITA or the terminating Subscriber for resolution according to the terms of the Dispute Resolution Section of this Contract.

Upon termination for convenience, neither the Commonwealth nor VITA nor any public body, to include any USF Subscriber, shall have any future liability except for Services rendered by Supplier or as outlined in this Section, prior to the termination date of the Contract or order. The Commonwealth makes no assurances that any Service purchased under this Contract will remain in service for any minimum amount of time.

**C. Termination for Breach or Default**

VITA shall have the right to terminate this Contract, in whole or in part, or any order issued hereunder, in whole or in part, for breach and/or default of Supplier (“Termination for Breach” or “Termination for Default”). Supplier shall be deemed in breach and/or default in the event that Supplier fails to meet any material obligation set forth in this Contract or in any order issued hereunder.

If VITA deems the Supplier to be in breach and/or default, VITA shall issue a “Show Cause Notice” identifying the failure and providing Supplier fifteen (15) days to cure the failure/nonperformance. If Supplier fails to answer the Show Cause Notice, or does not correct the deficiencies noted, VITA may immediately terminate this Contract, in whole or in part, or any order issued hereunder, in whole or in part. Such termination shall be deemed a Termination for Breach or Termination for Default.

VITA may immediately terminate this Contract, in whole or in part, for breach and/or default if Supplier is found by a court of competent jurisdiction to be in violation of or to have violated 31 USC 1352. VITA shall provide written notice to Supplier of such termination, and Supplier shall provide prompt written notice to VITA if Supplier is charged with violation of 31 USC 1352.

Upon Termination for Breach or Termination for Default, neither the Commonwealth, nor VITA, nor any public body, to include any Subscriber, shall have any future liability except for Products or Services accepted prior to the termination date. Supplier shall refund any monies paid by VITA or any USF Subscriber for Services that were not accepted by VITA or the Subscriber.

The failure of VITA or a USF Subscriber to exercise its right to terminate for breach and/or default under this provision shall not be construed as a waiver of its right to terminate for breach and/or default, rescind or revoke this Contract or any order issued hereunder in the event of any subsequent breach and/or default on any provisions of such agreements.

Supplier shall submit any contractual or order dispute to VITA for resolution according to the terms of the Dispute Resolution Section.

Supplier may terminate this Contract, in whole if the contract is breached by VITA, or, an order issued hereunder, if VITA or the Subscriber provided service under the order materially breaches any of its obligations under this Contract, and such breach is not cured within fifteen (15) days after VITA or subscriber notified in writing of such breach. Non payment of charges subject to bona fide dispute shall not be considered a breach under this paragraph.

Supplier may immediately terminate the BlackBerry portion of the Service (i) if Supplier is prevented from providing such portion of the Service by any law, regulation, requirement or ruling issued in any form whatsoever by judicial or other government authority, or (ii) for a particular Subscriber or public body if the Subscriber or public body fails to comply with an applicable RIM License.

The terms of the Termination for Convenience and Termination for Breach or Default Sections shall not apply to termination for non-appropriation of funds.

**D. Non Appropriation of Funds**

All funds for payment for Services or Products ordered under this Contract are subject to the availability of legislative appropriation for this purpose. In the event of non-appropriation of funds by the Legislature for the items under this Contract, the Commonwealth will terminate this Contract, in whole or in part, for those Services or Products for which funds have not been appropriated. Written notice will be provided to the Supplier as soon as possible after legislative action is completed.

If any purchases are to be supported by federal funding, and such funding is not made available, the Commonwealth may terminate this Contract for Products or Services dependent on such federal funds without further obligation.

**E. Transition of Services**

Prior to or upon expiration or termination of this Contract, Supplier shall provide all assistance reasonably required to transition Services to any other supplier with whom VITA contracts for provision of services identical or similar to the Services provided by Supplier pursuant to this Contract. This obligation may extend beyond expiration or termination of the Contract for a period

not to exceed six (6) months. In the event of a termination for breach and/or default of Supplier or a termination due to Supplier's status as a party excluded from Federal Procurement and Non-procurement Programs, Supplier shall provide such assistance at no charge or fee to VITA or any Subscriber; otherwise, Supplier shall provide such assistance at a reasonable hourly rate or a charge agreed upon by Supplier and VITA or the Subscriber.

#### **4. SERVICES AND PRODUCTS**

##### **A. Nature of Services and Engagement**

Supplier is an independent contractor engaged to perform certain Services, including but not limited to installation and/or support activities for public bodies as described in Exhibit B and Exhibit A, Pricing. VITA reserves the right to order any of Supplier's Services at any time during the term of this Contract or any extension thereto. Notwithstanding all VITA's or Subscriber's rights to obtain Supplier's Services under this Contract, neither VITA nor any public body is under any obligation to purchase any of Supplier's Services. This Contract is non-exclusive and VITA and all public bodies may, at their sole discretion and in accordance with applicable law and regulation, purchase, license or otherwise receive benefits from third party suppliers of services similar to, or in competition with, the services provided by Supplier. For purposes of this Contract, Supplier includes any individual who is an employee, sub-contractor, or independent contractor of Supplier who is assigned by Supplier to perform Services or provide Products under this Contract.

##### **B. Subcontractors**

If Supplier subcontracts the provision of Services under this Contract to any other party, Supplier (i) shall act as prime contractor and shall be the sole point of contact with regard to all obligations under this Contract, and (ii) hereby represents and warrants that any authorized subcontractors performing the Services shall perform the Services in accordance with the warranties set forth in this Contract. Supplier shall not subcontract any Services pursuant to this Contract to any subcontractor that is a party excluded from Federal Procurement and Non-procurement Programs or to any subcontractor that is debarred by the Commonwealth of Virginia from providing the Services covered by this Contract.

##### **C. Shipping costs**

Supplier's price for Products shall include all shipping costs, fees and expenses necessary to ensure timely delivery to the Subscriber or VITA

##### **D. Risk of Loss**

Supplier shall have the risk of loss or damage for any Product(s) until such Product(s) are received and accepted by VITA or the Subscriber.

##### **E. Title to Products**

Clear and unrestricted title to all Product(s) purchased under this Contract shall pass to the Commonwealth upon delivery.

##### **F. Engineering Changes**

Supplier sponsored network modifications or engineering changes that would adversely impact VITA or Subscriber shall be made with thirty (30) days notice and the consent of the Commonwealth at no additional charge during the term of the Contract. The Commonwealth reserves the right at all times to schedule these modifications or changes to minimize the impact on the daily operations of the Commonwealth, except Supplier will have ability to modify or change the network if necessary for Supplier to maintain adequate Service.

##### **G. Product Refresh**

Supplier shall sell Products to VITA at the prices set forth in Exhibit A for each Eligible Upgrade and for each new line of Service activated by VITA or Subscriber. An "Eligible Upgrade" shall mean VITA or Subscriber's first upgrade of wireless Product for a line of Service after completing 18 months of Service on such line. Except for Eligible Upgrades, new activations, or substitutions for products or services terminated by supplier other than for Subscriber's breach, all other purchases or upgrades of wireless handset Product shall be at full retail price.

**H. Disposal of Products**

Supplier shall accept and adequately dispose of wireless Products from VITA or Subscriber either purchased under this Contract or when being replaced by Products purchased under this Contract. Such disposal shall comply with VITA security standards for data destruction and with all applicable local, state or federal laws or regulations regarding the proper disposal of such electronic equipment.

**I. Activating Third Party Devices**

Supplier will activate handsets, wireless data cards and other wireless communication devices that are technically compatible with and operable on its network, regardless of whether the devices were purchased from Supplier.

**J. Licenses**

By providing Services and Products under this Contract, Supplier grants VITA and Subscriber a non-exclusive, worldwide, paid-up, perpetual license to all software, firmware and microcode provided with or imbedded in a Product or provided for use with Services by Supplier. VITA or Subscriber agrees to abide by the additional terms and conditions of the third party End User License Agreements for wireless data services as identified in Exhibit B – Service Requirements, G. Provision of Service.

**K. Technology Improvements**

Supplier from time to time will propose modifications to the Products and Services offered under this Contract to provide the Commonwealth with current, innovative and proven technologies consistent with those offered by the Supplier generally.

**L. Substitution of Services**

During the term of this Contract, the Supplier is not authorized to substitute for any Service or Product identified in Exhibit A, Pricing, a service or Product not identified in Exhibit A, Pricing, unless such Products or Services are discontinued by Supplier's manufacturers or third-party providers and/or Supplier is no longer authorized to sell them. If Supplier is no longer authorized to provide the Products or Services, Supplier shall offer substitute Products or Services of like quality and characteristics, which Subscriber may select at its sole discretion, as an alternative to terminating its order without liability. Violation of this condition may be considered grounds for termination of the Contract. Supplier is not authorized to substitute for any Service identified in Exhibit A, Pricing, any other Service identified in Exhibit A, Pricing, without the written permission of VITA or the Subscriber. Violation of this condition may be considered grounds for termination of the Contract.

**5. SUPPLIER PERSONNEL**

**A. Selection and Management of Supplier Personnel**

Supplier shall be solely responsible for the conduct of its employees, agents, and subcontractors, including all acts and omissions of such employees, agents, and subcontractors, and shall ensure that such employees, agents, and subcontractors comply with the appropriate public body's site security, information security and personnel conduct rules, as well as applicable federal, state and local laws and regulations, including those related to imports and exports. The public body on whose site Supplier is performing Services shall have the right to require the immediate removal from its premises of any employee, subcontractor or agent of Supplier whom such public body believes has failed to comply or whose conduct or behavior is unacceptable or unprofessional or results in a security or safety breach.

**B. Supplier Personnel Supervision**

Supplier acknowledges that Supplier, or any of its agents, contractors, or subcontractors, is and shall be the employer of Supplier personnel, and shall have sole responsibility to supervise, counsel, discipline, review, evaluate, set the pay rates of and terminate the employment of Supplier personnel.

**6. GENERAL WARRANTY**

With respect to the Services provided by Supplier, Supplier represents and warrants the following:

**A. Ownership**

Supplier has the right to provide the Services and Products and, to the best of its knowledge, the provision of such Services does not violate or infringe any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

**B. Performance**

- i). All Services shall be performed with care, skill and diligence, consistent with or above applicable professional standards currently recognized in Supplier's profession, and Supplier shall be responsible for the professional quality, technical accuracy, completeness and coordination of all Services furnished under this Contract;
- ii). The Services and Products shall meet or exceed the stated requirements;
- iii). The Product(s) shall meet or exceed the manufacturer's specifications, including physical and operating characteristics.
- iv). Any documentation which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow a properly trained user to fully utilize the Services without reference to any other materials or information.

**C. Availability of Equipment**

Supplier represents that all Products were formally announced for marketing purposes before execution of this Contract or, in the case of subsequent orders, before the execution of such orders.

**D. Supplier's Viability**

Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract; that Supplier has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Supplier that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

**E. Product Warranty**

VITA and Subscriber will receive manufacturer's consumer warranty with delivery of the product. Additionally, Supplier will provide 12 months of Depot (return to vendor) warranty services for Products purchased under this Contract at no cost to the VITA or Subscriber. Such warranty support shall include all labor and materials necessary to keep the Product in operational condition, in accordance with the manufacturer's then-current published specifications. Upon delivery of a malfunctioning unit, Supplier shall provide a temporary replacement Product within one hour, pre-programmed for the Subscriber at no cost. If the damaged phone is found to be inoperable, a new phone will be issued at no cost to VITA or Subscriber. The replacement Product will be programmed for the Subscriber's use at no cost. This warranty does not apply to Product malfunctions attributable to user misuse or neglect. All warranties shall include support for all software, firmware and microcode.

**F. Supplier's Past Experience**

Supplier warrants that the Services have been successfully performed for a non-related third-party without significant problems due to the Services or Supplier.

THE OBLIGATIONS OF SUPPLIER UNDER THIS GENERAL WARRANTY SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY OTHER PARTICULAR PURPOSE.

**7. ORDERS AND COMPENSATION**

**A. Telecommunications Service Orders**

VITA shall have the exclusive authority to order all Services and Products, except those ordered directly by USF Subscribers. To order Services, VITA will issue a written Telecommunications Service Order (TSO) to the Supplier for any Service(s) or Product(s) identified herein. A valid TSO should (i) reference the Contract number; (ii) be signed by an ordering officer authorized to contractually bind the Commonwealth; and (iii) identify the Service(s) or Product(s) to be

acquired, the price for each Service (in accordance with this Contract, including Exhibit A, Pricing), the required Service Commencement Date for each Service, and, as applicable, the location(s) where each Service shall be performed. In no event shall a TSO include a request for any service not identified in this Contract.

Upon receipt of a written TSO, the Supplier shall process such TSO and return a Service Order containing the following information:

- i). Verification that the TSO is technically correct;
- ii). Date Services will commence;
- iii). Verification of the charge for each item (Service) to be provided, and;
- iv). Other applicable administrative information necessary to deliver the Services requested on the TSO.

VITA's standard TSO template is provided as Exhibit C.

**B. Ordering Officer(s)**

VITA will designate in writing any individual authorized (Ordering Officer) to issue orders for the Services. Notwithstanding anything to the contrary, the Commonwealth or the USF Subscriber will make payment only pursuant to a valid order executed by an Ordering Officer. The authorized Ordering Officers for this Contract are listed in Exhibit E, which may change from time to time.

Notwithstanding the foregoing, Supplier shall not accept any order from a Subscriber if such order is to be funded, in whole or in part, by federal funds and if, at the time the order is placed, Supplier is not eligible to be the recipient of federal funds as may be noted on any of the Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs.

ALL CONTRACTUAL OBLIGATIONS UNDER THIS CONTRACT IN CONNECTION WITH AN ORDER PLACED BY ANY USF SUBSCRIBER ARE THE SOLE OBLIGATION OF SUCH USF SUBSCRIBER AND NOT THE RESPONSIBILITY OF VITA.

**C. Purchase Price and Price Protection**

Exhibit A, Pricing, sets forth the fees and the applicable discounts. No public body will be required to pay any additional costs above those costs provided for in Exhibit A, Pricing. Supplier may submit to VITA a request for an increase in such fees or a decrease in such discounts. Such request must be accompanied by written documentation to VITA demonstrating the additional value reflected by such increase in fee or decrease in discount. VITA may, in its sole discretion, agree to a modification of this Contract to effectuate such increase in fees or decrease in discounts.

Any price decrease effectuated during the Contract term, or any extension thereto, by reason of market change shall be passed on to VITA and all Subscribers. This decrease shall be effective on the date the price decrease is announced to the general public.

At all times during the term of this Contract and any extensions thereto, Supplier's prices on Exhibit A, Pricing, shall at all times comply with §§ 56-234 et seq. of the Code of Virginia. Supplier's failure to comply with the aforementioned statute shall be grounds for termination of the Contract or any order issued hereunder for default and/or breach; and VITA and any Subscriber may pursue any remedies available at law or in equity with regard to such failure to comply.

**D. Invoice and Payment Terms**

All payment obligations under this Contract are subject to the availability of legislative appropriations at the federal, state, or local level, for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Contract, VITA may terminate this Contract, in whole or in part, or any order, in whole or in part, Written notice will be provided to the Supplier as soon as possible after legislative action is completed.

Supplier shall deliver to VITA one consolidated monthly invoice for all Products and Services ordered by and billable to VITA pursuant to this Contract, including call detail. Supplier shall also deliver to each USF Subscriber one consolidated monthly invoice for all Products and Services, including call detail, ordered by and billable to such USF Subscriber pursuant to this Contract. Neither VITA nor any USF Subscriber is obligated to pay against an invoice that is not readable

and verifiable. The minutes used, and associated charges, will be applied against VITA or Subscriber's monthly plan minutes in the month that the usage appears on VITA's or Subscriber's bill rather than the month the calls were actually placed.

Supplier is responsible for the accuracy of its billing information. Charges for Services accepted more than ninety (90) days prior to receipt of a valid invoice may not be paid.

If there are any disputed items, VITA or the appropriate USF Subscriber shall pay all undisputed charges and promptly notify Supplier in writing of any disputed amount. Supplier shall thereupon review its records, and, if Supplier does not concur with VITA or such USF Subscriber, shall provide VITA or such USF Subscriber with documentation to support the charge within fifteen (15) days of notification of the disputed amount. If such charges remain in dispute, such dispute shall be resolved in accordance with the Dispute Resolution section of this Contract. In the absence of the Supplier's written evidence identifying the merit of the disputed amounts, VITA or such USF Subscriber may not pay the disputed amounts and may consider the matter concerning the specific identified amounts closed.

**E. Invoice Procedures**

Supplier shall promptly remit each invoice to the "bill-to" address provided with the order. Supplier shall submit invoices for monthly recurring charges monthly in advance and for usage-based or other miscellaneous charges in arrears. No invoice shall include any costs other than those identified in the executed order, which costs shall be in accordance with Exhibit A, Pricing. In addition, all Services provided under this Contract shall be billed by the Supplier at the Contract price, regardless of which public body is benefiting from the Services. Without limiting the foregoing, all shipping costs are the Supplier's responsibility except to the extent such charges are identified in Exhibit A, Pricing, or as noted in the executed order. Invoices issued by the Supplier shall identify at a minimum:

- i). Service type and description, with charges identified at the lowest level of detail (i.e., phone level)
- ii). Applicable order date
- iii). This Contract number and the applicable order number
- iv). Supplier's Federal Employer Identification Number (FEIN).

No invoice will be paid without adequate billing details. If available, charges should be provided on electronic media at the detail level.

Any credits due VITA or any USF Subscriber under the terms of this Contract may be applied against Supplier's invoices to VITA or such USF Subscriber on the same account with appropriate information attached.

The Parties agree that any terms included on Supplier's invoice shall have no force or effect and in no way bind VITA or any other public body.

**F. Small Business Participation**

By the 10th day of every month, Supplier shall submit to VITA the Small Business Subcontracting Monthly Report (template to be provided). Supplier's report should include spend on all Supplier's contracts with second-tier suppliers which provide products or services under this Contract. The report should specify the amount of such spend provided to Virginia Department of Minority Business Enterprise (DMBE)-certified small businesses. Supplier shall submit the report to [SWaM@vita.virginia.gov](mailto:SWaM@vita.virginia.gov).

**G. Universal Service Fund**

Supplier agrees to make available all Products and Services as listed and priced herein directly to the USF Subscriber, and to bill each USF Subscriber directly. Supplier agrees and understands that the responsibility for collection of all charges incurred, and the responsibility for resolving all Product and Service problems as well as administration of this Contract for USF participation shall be the sole responsibility of Supplier.

## 8. CONFIDENTIALITY

### A. Treatment and Protection

Each Party shall (i) hold in strict confidence all Confidential Information of any other Party, (ii) use the Confidential Information solely to perform or to exercise its rights under this Contract, and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third-party. However, VITA or any public body recipient of Supplier's Services, including Subscribers, may disclose the Confidential Information as delivered by Supplier to subcontractors, contractors or agents of VITA or such public body that are bound by non-disclosure contracts with VITA or such public body. Each Party shall take the same measures to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information (but in no event shall such measures be less than reasonable care).

### B. Exclusions

The term "Confidential Information" shall not include information that is:

- i). in the public domain through no fault of the receiving Party or of any other person or entity that is similarly contractually or otherwise obligated;
- ii). obtained independently from a third-party without an obligation of confidentiality to the disclosing Party and without breach of this Contract;
- iii). developed independently by the receiving Party without reference to the Confidential Information of the other Party; or
- iv). required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.

### C. Return or Destruction

Upon the termination or expiration of this Contract or upon the earlier request of the disclosing public body, including VITA, Supplier shall (i) at its own expense, (a) promptly return to the disclosing public body all tangible Confidential Information (and all copies thereof except the record required by law) of the disclosing public body, or (b) upon written request from the disclosing public body, destroy such Confidential Information and provide the disclosing public body with written certification of such destruction, and (ii) cease all further use of the public body's Confidential Information, whether in tangible or intangible form.

VITA, or the public body recipient of Supplier's Services, shall retain and dispose of Supplier's Confidential Information in accordance with the Commonwealth of Virginia's records retention policies or, if such public body is not subject to such policies, in accordance with such public body's own records retention policies.

### D. Customer Proprietary Network Information (CPNI)

By placing an order under the Contract, Subscriber provides its consent to the disclosure of its Customer Proprietary Network Information, as defined by the Federal Communications Commission, by Supplier to VITA or its designee, upon VITA's request, for purposes of managing the Services and Products provided under this Contract. VITA will protect the confidentiality of such information as provided under this Contract.

## 9. LIABILITY AND INDEMNIFICATION

Supplier agrees to indemnify, defend and hold harmless VITA, the Commonwealth, Subscribers, or any other public body recipient of Services, their officers, directors, agents and employees ("Commonwealth's Indemnified Parties") from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of Commonwealth's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee or subcontractor of Supplier, (ii) any act or omission of any employee or subcontractor of Supplier, (iii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any defect in the Services

provided by Supplier, or (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Services.

Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to VITA or the public body against whom the claim has been asserted.

In the event that a Claim is commenced against any of Commonwealth's Indemnified Parties alleging that the provision of Services under this Contract infringes any third party's intellectual property rights and Supplier is of the opinion that the allegations in such Claim in whole or in part are not covered by this indemnification provision, Supplier shall immediately notify VITA and the affected public body(ies) in writing, via certified mail and via email, if available, specifying to what extent Supplier believes it is obligated to defend and indemnify under the terms and conditions of this Contract. Supplier shall in such event protect the interests of the Commonwealth's Indemnified Parties and secure a continuance to permit VITA and the affected public body(ies) to appear and defend their interests in cooperation with Supplier as is appropriate, including any jurisdictional defenses VITA or the affected public body(ies) may have.

In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Services or Products, and in addition to all other obligations of Supplier in this Section, Supplier shall at its expense, either (a) procure for all public bodies the right to continue use of such infringing Services or Products, or any component thereof; or (b) replace or modify such infringing Services or Products, or any component thereof, with non-infringing products or services satisfactory to VITA. And in addition, Supplier shall reimburse VITA or any affected public body for the reasonable costs incurred by VITA or such public body in obtaining an alternative service in the event such public body cannot use the affected Services.

**EXCEPT WITH REGARD TO CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY OR INFRINGEMENT, AND THE INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS, WITH RESPECT TO EACH OF WHICH LIABILITY SHALL NOT BE LIMITED PURSUANT TO THIS SECTION, IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY (OR THE INDEMNIFIED PARTIES OF SUCH PARTY) FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING (WITHOUT LIMITATION) LOSS OF PROFIT, INCOME OR SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, EXCEPT WHEN SUCH DAMAGES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS.**

Supplier's liability regarding the failure of or inability to use the Service or Equipment, is limited to the charges VITA or Subscriber incurs for the applicable Service or Equipment during the affected period.

#### **10. SECURITY COMPLIANCE**

Supplier agrees to comply with all provisions of the then-current Commonwealth of Virginia security procedures, published by the Virginia Information Technologies Agency (VITA) and which may be found at (<http://www.vita.virginia.gov/docs/psg.cfm>) or a successor URL(s), as are pertinent to Supplier's operation. Supplier further agrees to comply with all provisions of the relevant Authorized User's then-current security procedures as are pertinent to Supplier's operation and which have been supplied to Supplier by such Authorized User. Supplier shall also comply with all applicable federal, state and local laws and regulations. For any individual Authorized User location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier's employees or agents. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent, additional forms which may include non-disclosure agreements to be signed by Supplier's employees or agents acknowledging that all Authorized User information with which such employees and agents come into contact while at the Authorized User site is confidential and proprietary. Any unauthorized release of proprietary

information by the Supplier or an employee or agent of Supplier shall constitute a breach of this Contract.

Supplier shall indemnify, defend, and hold the Commonwealth, VITA, the Authorized User, their officers, directors, employees and agents harmless from and against any and all fines, penalties (whether criminal or civil), judgments, damages and assessments, including reasonable expenses suffered by, accrued against, or charged to or recoverable from the Commonwealth, VITA, the Authorized User, their officers, directors, agents or employees, on account of the failure of Supplier to perform its obligations pursuant this Section.

## **11. BANKRUPTCY**

If Supplier becomes insolvent, takes any step leading to its cessation as a going concern, fails to pay its debts as they become due, or ceases business operations continuously for longer than fifteen (15) business days, then VITA may immediately terminate this Contract or any order issued hereunder, or a USF Subscriber may terminate an order, on notice to Supplier unless Supplier immediately gives VITA or such USF Subscriber adequate assurance of the future performance of this Contract or the applicable order. If bankruptcy proceedings are commenced with respect to Supplier, and if this Contract has not otherwise terminated, then VITA may suspend all further performance of this Contract until Supplier assumes this Contract and provides adequate assurance of performance thereof or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by the VITA and Supplier that this is an executory contract. Any such suspension of further performance by VITA pending Supplier's assumption or rejection shall not be a breach of this Contract, and shall not affect VITA's right to pursue or enforce any of its rights under this Contract or otherwise.

## **12. GENERAL PROVISIONS**

### **A. Relationship Between VITA, Public Bodies, and Supplier**

Neither Party has any authority to contract for the other party or in any way to bind, to commit the other party to any agreement of any kind, or to assume any liabilities of any nature in the name of or on behalf of the other party. Under no circumstances shall either party, or any of its employees, hold itself out as or be considered an agent or an employee of the other party, and neither party shall have any duty to provide or maintain any insurance or other employee benefits on behalf of the other party or its employees. Supplier represents and warrants that it is an independent contractor for purposes of federal, state and local employment taxes and agrees that neither VITA nor any public body is responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for Supplier. Any and all taxes, interest or penalties, including, but not limited to, any federal, state or local withholding or employment taxes, imposed, assessed or levied as a result of this Contract shall be paid or withheld by Supplier or, if assessed against and paid by VITA or any public body, shall be reimbursed by Supplier upon demand by VITA or such public body.

### **B. Licenses and Permits**

Supplier shall be responsible for obtaining all rights-of-way, licenses, and/or permits required by applicable authorities in order to perform installation Services at the location(s) specified on any order issued pursuant to this Contract.

### **C. Incorporated Contractual Provisions**

The contractual provisions at the following URL are mandatory contractual provisions, required by law or by VITA, that are hereby incorporated by reference:

<http://www.vita.virginia.gov/uploadedFiles/SCM/StatutorilyMandatedTsandCs.pdf>

The contractual claims provision §2.2-4363 of the Code of Virginia and the required eVA provisions at <http://www.vita.virginia.gov/procurement/documents/eVATsandCs.pdf> are also incorporated by reference.

The terms and conditions in the document posted to the aforereferenced URL are subject to change pursuant to action by the legislature of the Commonwealth of Virginia, change in VITA policy, or the adoption of revised eVA business requirements. If a change is made to the terms

and conditions, a new effective date will be noted in the document title. Supplier is advised to check the URL periodically.

**D. Compliance with the Federal Lobbying Act**

Supplier shall not, in connection with this Contract, engage in any activity prohibited by 31 USC 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act"), and shall promptly perform all obligations mandated by the Lobbying Act in connection with this Contract, including, without limitation, obtaining and delivering to the Commonwealth all necessary certifications and disclosures.

Supplier is hereby advised that a significant percentage of the funds used to pay Supplier's invoices under this Contract may be federal funds. Under no circumstances shall any provision of this Contract be construed as requiring or requesting the Supplier to influence or attempt to influence any person identified in 31 USC 1352(a)(1) in any matter.

Supplier's signed certification of compliance with the foregoing is incorporated as Exhibit D hereto.

**E. Governing Law**

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law. Any and all litigation shall be brought in the circuit courts of the Commonwealth of Virginia. The English language version of this Contract prevails when interpreting this Contract. The United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods are expressly disclaimed. UCITA shall apply to this Contract only to the extent required by §59.1-501.15 of the Code of Virginia.

**F. Dispute Resolution**

In accordance with §2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the public body from whom the relief is sought no later than sixty (60) days after final payment; however, written notice of the Supplier's intention to file such claim must be given to such public body at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The relevant public body shall render a final decision in writing within thirty (30) days after its receipt of the Supplier's written claim.

The Supplier may not invoke any available administrative procedure under §2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the decision of the relevant public body on the claim, unless that public body fails to render its decision within thirty (30) days. The decision of the relevant public body shall be final and conclusive unless the Supplier, within six (6) months of the date of the final decision on the claim, invokes appropriate action under §2.2-4364, Code of Virginia or the administrative procedure authorized by §2.2-4365, Code of Virginia.

Upon request from the public body from whom the relief is sought, Supplier agrees to submit any and all contractual disputes arising from this Contract to such public body's alternative dispute resolution (ADR) procedures, if any. Supplier may invoke such public body's ADR procedures at any time and concurrently with any other statutory remedies prescribed by the Code of Virginia.

In the event of any breach by a public body, Supplier's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Supplier's remedies include the right to terminate any license or support services hereunder.

**G. Advertising and Use of Proprietary Marks**

Supplier shall not use the name of VITA or any public body or refer to VITA or any public body, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of VITA or such public body. In no event may Supplier use a proprietary mark of VITA or any public body without receiving the prior written consent of VITA or such public body.

**H. Notices**

Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been sufficiently given if delivered in person, or if deposited in the US mails,

postage prepaid, for mailing by registered, certified mail, or overnight courier service addressed to the addresses shown on the signature page, and in the case of supplier to the additional addresses listed below. VITA or Supplier may change its address for notice purposes by giving the other Party notice of such change in accordance with this Section.

United States Cellular Corporation  
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  
1 S. Dearborn Street  
Chicago, IL 60603  
FAX #: (312)853-7036

**I. No Waiver**

Any failure to enforce any terms of this Contract, including termination for breach, shall not constitute a waiver.

**J. Cooperation**

Supplier shall cooperate with agents, consultants or contractors (“designees”) authorized by VITA to act on its behalf. VITA shall define the scope of such authority for the designee and Supplier shall provide cooperation to the designee to the same extent that it would to VITA under this Contract within the scope of the authorization by VITA. Such designees will be subject to the Confidentiality provisions of this Contract.

**K. Assignment**

This Contract shall be binding upon and shall inure to the benefit of the permitted successors and assigns of VITA and Supplier. Supplier may not assign, subcontract, delegate or otherwise convey this Contract, or any of its rights and obligations hereunder, to any entity without the prior written consent of VITA, which shall not be unreasonably withheld, and any such attempted assignment or subcontracting without consent shall be void. VITA may assign this Contract to any entity, so long as the assignee agrees in writing to be bound by the all the terms and conditions of this Contract and such assignment does not increase supplier’s obligations under the contract.

If any law limits the right of VITA or Supplier to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be thirty (30) days after the Supplier gives VITA prompt written notice of the assignment, signed by authorized representatives of both the Supplier and the assignee. Any payments made prior to receipt of such notification shall not be covered by this assignment.

**L. Captions**

The captions are for convenience and in no way define, limit or enlarge the scope of this Contract or any of its Sections.

**M. Severability**

Invalidity of any term of this Contract, in whole or in part, shall not affect the validity of any other term. VITA and Supplier further agree that in the event such provision is an essential part of this Contract, they shall immediately begin negotiations for a suitable replacement provision.

**N. Survival**

The provisions of this Contract regarding Warranty, Confidentiality, and Liability and Indemnification, and the General Provisions shall survive the expiration or termination of this Contract.

**O. Force Majeure**

No Party shall be responsible for failure to meet its obligations under this Contract if the failure arises from causes beyond the control and without the fault or negligence of the non-performing Party. If any performance date under this Contract is postponed or extended pursuant to this section for longer than thirty (30) calendar days, VITA, by written notice given during the postponement or extension, may terminate Supplier's right to render further performance after the effective date of termination without liability for that termination, and in addition a Subscriber may terminate any order affected by such postponement or delay.

**P. Remedies**

The remedies set forth in this Contract are intended to be cumulative. In addition to any specific remedy, all parties reserve any and all other remedies that may be available at law or in equity.

**Q. Right to Audit**

VITA reserves the right to audit those Supplier records that relate to the Services rendered or the amounts due Supplier for such Services under this Contract. VITA's right to audit shall be limited as follows:

- i). Three (3) years from Service performance date;
- ii). Performed at Supplier's premises, during normal business hours at mutually agreed upon times; and
- iii). Excludes access to Supplier cost information; and
- iv). Not more than every twelve (12) months.

The Supplier shall not have the right to audit, or require to have audited, VITA or any Commonwealth public body.

**R. Taxes—Federal, State, and Local**

The Commonwealth of Virginia is exempt from Federal excise and all State and Local taxes. Such taxes shall not be included in Contract prices. Tax certificates of exemption, Form ST-12 can be obtained online at <http://www.tax.state.va.us/>. Deliveries against this Contract shall be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K. The Commonwealth is also exempt from paying E-911 charges.

Any taxes, fees and surcharges that Supplier is required by law or regulation to collect (including, but not limited to the fees for the Federal Universal Service Fund and local number portability) shall be billed to the Commonwealth without additional charge or other markup by the Supplier. Supplier shall provide fifteen (15) days notice of changes in the applicable rate of such taxes, fees or surcharges and identify them as separate charges on the invoice.

**S. Contract Administration and Account Management**

Supplier agrees that at all times during the term of this Contract an account executive ("Account Manager"), at Supplier's senior management level, shall be assigned and available to VITA and all Subscribers. Supplier reserves the right to change such account executive upon reasonable advance written notice to VITA.

The Account Manager's responsibilities should include (i) resolution of technical support questions and issues which have not been resolved by Supplier's technical support division; (ii) preparation of account information and response to and resolution of inquiries regarding billing and payment; and (iii) investigation and resolution of customer service issues and complaints.

**T. Entire Contract**

The following documents, including all subparts thereof, are attached to this Contract and are made a part of this Contract for all purposes:

- i). Exhibit A Pricing
- ii). Exhibit B Service Requirements

- iii). Exhibit C Telecommunications Service Order (TSO) Example
- iv). Exhibit D Certification Regarding Lobbying
- v). Exhibit E Individuals Authorized to Order Services

This Contract, all its Exhibits, Supplier's response (as clarified) to RFP #2009-05 and any prior non-disclosure agreement constitute the entire agreement between VITA and Supplier, and supersede any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. Any and all terms and conditions contained in, incorporated into, referenced by or provided with the Supplier's bid shall be deemed invalid. The provisions of the Virginia Department of General Services, Division of Purchases and Supply Vendor's Manual do not apply to this Contract. This Contract may only be amended by an instrument in writing signed by VITA and Supplier.

In the event of a conflict, the following order of precedence shall apply: this Contract document, Exhibit B, Exhibit A, Exhibit E, then any specific order. VITA and Supplier each acknowledge that it has had the opportunity to review this Contract and to obtain appropriate legal review if it so chose.

This Contract is effective as of the last date set forth below.

Supplier

VITA

By: Signatures On File  
(Signature)

By: Signatures On File  
(Signature)

Name: Jay M. Ellison  
(Print)

Name: James T. Roberts  
(Print)

Title: Vice President

Title: Director Finance & Administration

Date: April 6, 2009

Date: 5/20/09

Address for Notice:

Address for Notice:

8410 W. Bryn Mawr Rd.

VITA – Supply Chain Management

Suite 700

11751 Meadowville Ln.

Chicago, IL 60631

Chester, VA 23836

Attention: Vice President – Legal & Regulatory  
Affairs

Attention: Contract Administrator

**VITA - US Cellular Contract #VA-090320-USCC**  
**Exhibit A – Pricing**  
**Basic Voice Plan**

**RFP 2009-05 Pricing Submittal - Basic Voice Plan**

The Commonwealth seeks pricing for a "pay-as-you-go" rate plan consisting of a low monthly access fee per phone and a low per-minute usage rate, with no one-time initiation or termination fees.

The per-minute rate should be the same regardless of where in the 48 contiguous United States the call originates and terminates (i.e., no separate long distance, roaming or connection charges).

Indicate any feature(s) included for the basic monthly access fee (such as caller ID, voice mail, call forwarding, three-way calling, etc.).

List any and all additional fees that will apply to every unit (e.g., USF charges, etc.).

Provide monthly pricing for any additional optional "add-on" features that may be added to the phone for the additional fee indicated.

Provide pricing for any additional optional features that may be available on a per-call basis.

Supplier may expand the table to accommodate the full list of features proposed.

If Supplier has made any assumptions upon which the rates, charges or discounts are conditioned, they must be disclosed here.

Supplier must disclose any and all fees and charges that may apply under any conditions, clearly stating such conditions.

The first few rows of the table are populated with sample data.

Plan Name	Service Description	Unit Of Measure	Fee	Any other pricing factor (e.g., total volume, etc.)	Included Features	Assumptions/Restrictions
National Pay as you go	Monthly Access Fee	Per Month, Per Phone	\$8.00	None.	Voice Mail, Call Waiting, Call Forwarding, 3-Way Conference Calling, Caller ID	None.
National Pay as you go	Per Minute Use	Per Minute	\$0.08	None.	None.	Domestic call originates and terminates within the 48 contiguous United States.
National Pay as you go	Regulatory Cost Recovery Fee	Per Month, Per Phone	\$0.96	None.	None.	
National Pay as you go	Universal Service Fund (USF) Fee	Per Month, Per Phone	0.0423%	None.	None.	Pass-through of federal charge.
National Pay as you go	Incoming Text Messaging	Per Text Message	\$0.00	None.	None.	Domestic message originates and terminates within the 48 contiguous United States.
National Pay as you go	Incoming Picture Messaging	Per Picture Message	\$0.00	None.	None.	Domestic message originates and terminates within the 48 contiguous United States.
National Pay as you go	BlackBerry® Unlimited Domestic Data Add-on with Voice	Per Month, Per phone	\$32.95	None.	None.	must accompany a voice plan

**VITA - US Cellular Contract #VA-090320-USCC**  
**Exhibit A – Pricing**  
**Basic Voice Plan**

Plan Name	Service Description	Unit Of Measure	Fee	Any other pricing factor (e.g., total volume, etc.)	Included Features	Assumptions/Restrictions
National Pay as you go	Windows Mobile® Unlimited Domestic Data Add-on with Voice	Per Month, Per phone	\$19.95	None.	None.	must accompany a voice plan
National Pay as you go	Per Use Outgoing Text Messaging Add-on	Per Use	\$0.25	None.	None.	Domestic message originates and terminates within the 48 contiguous United States.
National Pay as you go	250 Outgoing Text Messaging Add-on	Per Month, Per Phone	\$4.95	Overage above plan is \$0.25 per message	None.	Domestic message originates and terminates within the 48 contiguous United States.
National Pay as you go	750 Outgoing Text Messaging Add-on	Per Month, Per Phone	\$9.95	Overage above plan is \$0.25 per message	None.	Domestic message originates and terminates within the 48 contiguous United States.
National Pay as you go	Unlimited Outgoing Text Messaging Add-on	Per Month, Per Phone	\$14.95	None.	None.	Domestic message originates and terminates within the 48 contiguous United States.
National Pay as you go	Per Use Outgoing Picture Messaging Add-on	Per Use	\$0.25		None.	Domestic message originates and terminates within the 48 contiguous United States. Must Accompany and EasyedgeSM Data Package
National Pay as you go	20 Outgoing Picture Messaging Add-on	Per Month, Per Phone	\$2.95	Overage above plan is \$0.25 per message	None.	Domestic message originates and terminates within the 48 contiguous United States. Must Accompany and EasyedgeSM Data Package
National Pay as you go	50 Outgoing Picture Messaging Add-on	Per Month, Per Phone	\$5.95	Overage above plan is \$0.25 per message	None.	Domestic message originates and terminates within the 48 contiguous United States. Must Accompany and EasyedgeSM Data Package
National Pay as you go	100 Outgoing Picture Messaging Add-on	Per Month, Per Phone	\$10.95	Overage above plan is \$0.25 per message	None.	Domestic message originates and terminates within the 48 contiguous United States. Must Accompany and EasyedgeSM Data Package
National Pay as you go	EasyedgeSM Pay Per Use	Per Use	0.01 per KB		None.	
National Pay as you go	EasyedgeSM Unlimited	Per Month, Per Phone	\$9.95	Overage above plan is \$0.01 per KB	None.	

**VITA - US Cellular Contract #VA-090320-USCC**  
**Exhibit A – Pricing**  
**Data Only Plan**

**RFP 2009-05 Pricing Submittal - Data Only Plan**

The Commonwealth seeks pricing for wireless data-only access.

The rate should be the same regardless of where in the 48 contiguous United States the call originates and terminates (i.e., no separate long distance, roaming or connection charges).

Indicate any feature(s) included for the basic monthly access fee.

List any and all additional fees that will apply to every unit (e.g., USF charges, etc.).

Provide monthly pricing for any additional optional "add-on" features that may be added to the unit for the additional fee indicated.

Provide pricing for any additional optional features that may be available.

Supplier may expand the table to accommodate the full list of features proposed.

If Supplier has made any assumptions upon which the rates, charges or discounts are conditioned, they must be disclosed here.

Supplier must disclose any and all fees and charges that may apply under any conditions, clearly stating such conditions.

The first few rows of the table are populated with sample data.

Plan Name	Service Description	Unit Of Measure	Fee	Any other pricing factor (e.g., total volume, etc.)	Included Features	Assumptions/Restrictions
State of Virginia Data Only	Windows Mobile® Unlimited Domestic Data Add-on without Voice	Per Month, Per phone	\$24.95	None.	None.	without a voice calling plan (data only device)
State of Virginia Data Only	BlackBerry® Unlimited Domestic Data Add-on without Voice	Per Month, Per phone	\$36.95	None.	None.	without a voice calling plan (data only device)
State of Virginia Data Only	EasyEdge Wireless Modem	Per Month, Per Card	\$48.00	None.	None.	5 Gig max
State of Virginia Data Only	Regulatory Cost Recovery Fee	Per Month, Per Phone	\$0.96	None.	None.	
State of Virginia Data Only	Universal Service Fund (USF) Fee	Per Month, Per Phone	0.0423%	None.	None.	Pass-through of federal charge.

**VITA - US Cellular Contract #VA-090320-USCC**  
**Exhibit A – Pricing**  
**Equipment and Accessories**

**RFP 2009-05 Pricing Submittal - Equipment and Accessories**

The Commonwealth seeks pricing for all equipment offered related to all services offered.

The Commonwealth suggests offering at least one (1) basic voice-only telephone with two-way speakerphone at no charge for the entire term of the contract.

In addition to any "no-charge" units offered, the Commonwealth is interested in an equipment pricing structure that streamlines the process of introducing new equipment and presenting equipment pricing to potential contract users. To that end the Commonwealth requests, and the example(s) below include(s), "percent off list" pricing that would be applied consistently to each manufacturer's equipment for the term of the contract.

The Commonwealth recognizes that there are benefits that may be achieved by "refreshing" equipment on a regular basis. Please propose an explicit refresh structure that results in the sharing of those benefits with the Commonwealth.

All equipment prices should include the cost of handling and shipping to any address in the Commonwealth of Virginia (i.e., the Commonwealth will not pay additional charges for standard ground shipping).

If additional shipping or handling charges apply to any new orders for equipment shipped to addresses within the Commonwealth of Virginia in an expedited manner, provide details below including the applicable delivery interval.

If shipping or handling charges apply to any equipment shipped to addresses outside the Commonwealth of Virginia, provide details below.

If additional shipping or handling charges apply to any new orders for equipment shipped to addresses outside the Commonwealth of Virginia in an expedited manner, provide details below including the applicable delivery interval(s).

Supplier must disclose any and all fees and charges that may apply under any conditions, clearly stating such conditions.

If Supplier has made any assumptions upon which the rates, charges or discounts are conditioned, they must be disclosed here.

The first few rows of the table are populated with sample data.

Manufacturer	Category	Model Number	Description	Delivery Lead Time (in days ARO)	List Price	Percentage Discount	Net Purchase Price Offered to Commonwealth	Net Refresh Credit Offered to Commonwealth	Refresh Cycle (months)
Samsung	Voice	U340	See Attachment 7 (seven): Device and Accessory Specifications	5	\$159.95	99.99%	\$0.01	\$159.94	18*
LG	Voice	UX300	See Attachment 7 (seven): Device and Accessory Specifications	5	\$159.95	93.78%	\$9.95	\$150.00	18*
LG	Voice	UX380	See Attachment 7 (seven): Device and Accessory Specifications	5	\$219.95	68.20%	\$69.95	\$150.00	18*
Motorola	Voice	W385	See Attachment 7 (seven): Device and Accessory Specifications	5	\$199.95	90.02%	\$19.95	\$180.00	18*
Motorola	Voice	VE20	See Attachment 7 (seven): Device and Accessory Specifications	5	\$229.95	56.53%	\$99.95	\$130.00	18*
HTC	Voice and Data	Touch	See Attachment 7 (seven): Device and Accessory Specifications	5	\$499.95	70.01%	\$149.95	\$350.00	18*
Motorola	Voice and Data	Q	See Attachment 7 (seven): Device and Accessory Specifications	5	\$399.95	75.01%	\$99.95	\$300.00	18*
BlackBerry®	Voice and Data	Pearl	See Attachment 7 (seven): Device and Accessory Specifications	5	\$499.95	84.01%	\$79.95	\$420.00	18*
BlackBerry®	Voice and Data	8330 Curve	See Attachment 7 (seven): Device and Accessory Specifications	5	\$499.95	80.01%	\$99.95	\$400.00	18*
UT Starcom	Data Only	UM175	See Attachment 7 (seven): Device and Accessory Specifications	5	\$279.95	99.99%	\$0.01	\$279.94	18*
Per Model	Accessory	Per Model	Automotive Adaptor	5	\$19.95	20%	\$15.96	\$15.96	0
Per Model	Accessory	Per Model	Leather Case	5	\$14.95	20%	\$11.96	\$11.96	0
Per Model	Accessory	Per Model	Extended Battery (Not Available for all phones)	5	\$49.95	20%	\$39.96	\$39.96	0
Plantronics	Accessory	SCP Explorer 220	Bluetooth Earpiece	5	\$39.95	20%	\$31.96	\$31.96	0

Manufacture and Model are subject to change without notice. U.S. Cellular® will introduce handsets that meet or exceed the specifications requested above  
 \*Any device replaced prior to the 18 month refresh for any reason will be charged List Pricing

**VITA - US Cellular Contract #VA-090320-USCC**  
**Exhibit A – Pricing**  
**Software Licenses & Support**

**RFP 2009-05 Pricing Submittal - Software Licenses & Support**

In the table below, identify and price every software product required to adequately support the Solution proposed.

The scope of use for each License Type is as defined in RFP Section 8 and is to be used in formulating Supplier pricing.

Annual Software Support and Maintenance cost is expected to be given as a percent of the fee actually paid for each license, valid for at least five (5) years after

Software Support and Maintenance includes helpdesk, bug fix and all new releases and upgrades issued by OEM (software publisher).

If Supplier has made any assumptions upon which the rates, charges or discounts are conditioned, they must be disclosed here.

Supplier must disclose any and all fees and charges that may apply under any conditions, clearly stating such conditions.

Supplier may expand the table to accommodate the full catalog of software proposed.

The first few rows of the table are populated with sample data.

Software	Product	Version	Publisher/OEM	License Term (Perpetual, Periodic, Annual, Monthly, etc.)	License Type (User, Server, Concurrent Use, Site, Enterprise Wide)	Unit Of Measure by License Type	Quantity	List Price	Discount off list (%)	Any other pricing factor (e.g. order size, annual spend, etc.)	Net Price After All Discounts	Annual Software Support and Maintenance Cost (% of discounted License Price)	Assumptions	Restrictions
BlackBerry®	BlackBerry Enterprise Server 4.0 for Microsoft Exchange	4.0	BlackBerry®	One Time	Enterprise Wide	1	1	\$2,995.95	0.0%	None	\$ 2,995.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Server 4.0 for Microsoft Exchange	4.0	BlackBerry®	One Time	Enterprise Wide	20	1	\$3,995.95	0.0%	None	\$ 3,995.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Server 4.0 for IBM Lotus Domino	4.0	BlackBerry®	One Time	Enterprise Wide	1	1	\$2,995.95	0.0%	None	\$ 2,995.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Server 4.0 for IBM Lotus Domino	4.0	BlackBerry®	One Time	Enterprise Wide	20	1	\$3,995.95	0.0%	None	\$ 3,995.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Server 4.0 for Novell GroupWise	4.0	BlackBerry®	One Time	Enterprise Wide	1	1	\$ 2,995.95	0.0%	None	\$ 2,995.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Server 4.0 for Novell GroupWise	4.0	BlackBerry®	One Time	Enterprise Wide	20	1	\$ 2,995.95	0.0%	None	\$ 2,995.95	None	Applicable taxing is not included	

VITA - US Cellular Contract #VA-090320-USCC

Exhibit A – Pricing

Software Licenses & Support

Software	Product	Version	Publisher/OEM	License Term (Perpetual, Periodic, Annual, Monthly, etc.)	License Type (User, Server, Concurrent Use, Site, Enterprise Wide)	Unit Of Measure by License Type	Quantity	List Price	Discount off list (%)	Any other pricing factor (e.g. order size, annual spend, etc.)	Net Price After All Discounts	Annual Software Support and Maintenance Cost (% of discounted License Price)	Assumptions	Restrictions
BlackBerry®	BlackBerry Enterprise Server CAL	4.0	BlackBerry®	One Time	Enterprise Wide	1	1	\$ 99.95	0.0%	None	\$ 99.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Server CAL	4.0	BlackBerry®	One Time	Enterprise Wide	5	1	\$ 429.95	0.0%	None	\$ 99.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Server CAL	4.0	BlackBerry®	One Time	Enterprise Wide	10	1	\$ 699.95	0.0%	None	\$ 699.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Server CAL	4.0	BlackBerry®	One Time	Enterprise Wide	50	1	\$ 3,299.95	0.0%	None	\$ 3,299.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Server CAL	4.0	BlackBerry®	One Time	Enterprise Wide	100	1	\$ 5,999.95	0.0%	None	\$ 5,999.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Server CAL	4.0	BlackBerry®	One Time	Enterprise Wide	500	1	\$ 27,499.95	0.0%	None	\$ 27,499.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Solution T-Support Tx2 Per Server Fee	4.0	BlackBerry®	Annual	Per Server	1	1	\$ 629.95	0.0%	None	\$ 629.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Solution T-Support Tx2 Per Device Fee	4.0	BlackBerry®	Annual	Per Device up to 99	1	1	\$ 25.00	0.0%	None	\$ 25.00	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Solution T-Support Tx2 Per Device Fee	4.0	BlackBerry®	Annual	Per Device 100-499	1	1	\$ 22.50	0.0%	None	\$ 22.50	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Solution T-Support Tx2 Per Device Fee	4.0	BlackBerry®	Annual	Per Device 500-999	1	1	\$ 20.00	0.0%	None	\$ 20.00	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Solution T-Support Tx2 Per Device Fee	4.0	BlackBerry®	Annual	Per Device 1000-4999	1	1	\$ 17.50	0.0%	None	\$ 17.50	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Solution T-Support Tx2 Per Device Fee	4.0	BlackBerry®	Annual	Per Device 5000-9999	1	1	\$ 15.00	0.0%	None	\$ 15.00	None	Applicable taxing is not included	

VITA - US Cellular Contract #VA-090320-USCC

Exhibit A – Pricing

Software Licenses & Support

Software	Product	Version	Publisher/OEM	License Term (Perpetual, Periodic, Annual, Monthly, etc.)	License Type (User, Server, Concurrent Use, Site, Enterprise Wide)	Unit Of Measure by License Type	Quantity	List Price	Discount off list (%)	Any other pricing factor (e.g. order size, annual spend, etc.)	Net Price After All Discounts	Annual Software Support and Maintenance Cost (% of discounted License Price)	Assumptions	Restrictions
BlackBerry®	BlackBerry Enterprise Solution T-Support Tx2 Per Device Fee	4.0	BlackBerry®	Annual	Per Device 10000 +	1	1	\$ 12.50	0.0%	None	\$ 12.50	None	Applicable taxing is not included	

**VITA - US Cellular Contract #VA-090320-USCC**  
**Exhibit A – Pricing**  
**Value Adds**

**RFP 2009-05 Pricing Submittal - Value Adds**

If Supplier has proposed any "Value Adds" (Table I in Section 5 of the RFP) for which there are charges or fees, provide that data in this worksheet.

**This pricing data is in addition to, and not in lieu of, the pricing data requested pursuant to the other worksheets in this workbook.**

Option Pricing Schedule

**Upon award U.S. Cellular® has approved a 15% discount for all State of Virginia Employees. Certain restrictions apply.**

**VITA - US Cellular Contract #VA-090320-USCC**  
**Exhibit A – Pricing**  
**Supplier Option**

**RFP 2009-05 Pricing Submittal - Supplier Option**

If Supplier has any additional pricing model(s) that it wants to submit, provide that data in this worksheet.

This pricing data is in addition to, and not in lieu of, the pricing data requested pursuant to the other worksheets in this workbook.

Plan Name	Service Description	Unit Of Measure	Fee	Any other pricing factor (e.g., total volume, etc.)	Included Features	Assumptions/Restrictions	Overage	Roaming	Night/Weekend Schedule
Wide Area	Wide Area 300	Per Month, Per Phone	\$24.59	Choose 1 additional feature at no cost. Additional features listed below	300 Minutes, per phone Voice Mail, Call Waiting, Call Forwarding, 3-Way Conference Calling, Caller ID	Based on U.S. Cellular® Wide Area Calling. Plans can be aggregated or stand alone. Aggregation per billing Account Number. Additional restrictions may apply. Overage and Roaming rates Apply	0.39	0.39	9 PM - 7 AM
Wide Area	Wide Area 700	Per Month, Per Phone	\$32.79	Choose 2 additional feature at no cost. Additional features listed below	700 Minutes, per phone Voice Mail, Call Waiting, Call Forwarding, 3-Way Conference Calling, Caller ID	Based on U.S. Cellular® Wide Area Calling. Plans can be aggregated or stand alone. Aggregation per billing Account Number. Additional restrictions may apply. Overage and Roaming rates Apply	0.39	0.39	9 PM - 7 AM
Wide Area	Wide Area 1000	Per Month, Per Phone	\$40.99	Choose 2 additional feature at no cost. Additional features listed below	1000 Minutes, per phone Voice Mail, Call Waiting, Call Forwarding, 3-Way Conference Calling, Caller ID	Based on U.S. Cellular® Wide Area Calling. Plans can be aggregated or stand alone. Aggregation per billing Account Number. Additional restrictions may apply. Overage and Roaming rates Apply	0.39	0.39	7 PM - 7 AM
Wide Area	Wide Area 1650	Per Month, Per Phone	\$61.49	Choose 2 additional feature at no cost. Additional features listed below	1650 Minutes, per phone Voice Mail, Call Waiting, Call Forwarding, 3-Way Conference Calling, Caller ID	Based on U.S. Cellular® Wide Area Calling. Plans can be aggregated or stand alone. Aggregation per billing Account Number. Additional restrictions may apply. Overage and Roaming rates Apply	0.25	0.39	7 PM - 7 AM
Wide Area	Wide Area 2200	Per Month, Per Phone	\$81.99	Choose 2 additional feature at no cost. Additional features listed below	2200 Minutes, per phone Voice Mail, Call Waiting, Call Forwarding, 3-Way Conference Calling, Caller ID	Based on U.S. Cellular® Wide Area Calling. Plans can be aggregated or stand alone. Aggregation per billing Account Number. Additional restrictions may apply. Overage and Roaming rates Apply	0.25	0.39	7 PM - 7 AM
National	National 450	Per Month, Per Phone	\$32.79	Choose 2 additional feature at no cost. Additional features listed below	450 Minutes, per phone Voice Mail, Call Waiting, Call Forwarding, 3-Way Conference Calling, Caller ID	Based on U.S. Cellular® National Calling. Plans can be aggregated or stand alone. Aggregation per billing Account Number. Additional restrictions may apply. Overage rates Apply	0.49	0	9 PM - 7 AM

**VITA - US Cellular Contract #VA-090320-USCC**  
**Exhibit A – Pricing**  
**Supplier Option**

Plan Name	Service Description	Unit Of Measure	Fee	Any other pricing factor (e.g., total volume, etc.)	Included Features	Assumptions/Restrictions	Overage	Roaming	Night/Weekend Schedule
National	National 650	Per Month, Per Phone	\$40.99	Choose 2 additional feature at no cost. Additional features listed below	650 Minutes, per phone Voice Mail, Call Waiting, Call Forwarding, 3-Way Conference Calling, Caller ID	Based on U.S. Cellular® National Calling. Plans can be aggregated or stand alone. Aggregation per billing Account Number. Additional restrictions may apply. Overage rates Apply	0.49	0	7 PM - 7 AM
National	National 900	Per Month, Per Phone	\$49.19	Choose 2 additional feature at no cost. Additional features listed below	900 Minutes, per phone Voice Mail, Call Waiting, Call Forwarding, 3-Way Conference Calling, Caller ID	Based on U.S. Cellular® National Calling. Plans can be aggregated or stand alone. Aggregation per billing Account Number. Additional restrictions may apply. Overage rates Apply	0.25	0	7 PM - 7 AM
National	National 1350	Per Month, Per Phone	\$65.59	Choose 2 additional feature at no cost. Additional features listed below	1350 Minutes, per phone Voice Mail, Call Waiting, Call Forwarding, 3-Way Conference Calling, Caller ID	Based on U.S. Cellular® National Calling. Plans can be aggregated or stand alone. Aggregation per billing Account Number. Additional restrictions may apply. Overage rates Apply	0.25	0	7 PM - 7 AM
National	National 250	Per Month, Per Phone	\$25.00	None.	250 Minutes, per phone Voice Mail, Call Waiting, Call Forwarding, 3-Way Conference Calling, Caller ID	Based on U.S. Cellular® National Calling. Plans can be aggregated or stand alone. Aggregation per billing Account Number. Additional restrictions may apply. Overage rates Apply	0.49	0	None
Incoming Text Messaging	Incoming Text Messaging	Per Text Message	\$0.00	None.	None.	Domestic message originates and terminates within the 48 contiguous United States.			
Incoming Picture Messaging	Incoming Picture Messaging	Per Picture Message	\$0.00	None.	None.	Domestic message originates and terminates within the 48 contiguous United States.			
BlackBerry®	BlackBerry® Unlimited Domestic Data Add-on with Voice	Per Month, Per phone	\$32.95	None.	None.	must accompany a voice plan			
Windows Mobile®	Windows Mobile® Unlimited Domestic Data Add-on with Voice	Per Month, Per phone	\$19.95	None.	None.	must accompany a voice plan			
Outgoing Text Messaging	Per Use Outgoing Text Messaging Add-on	Per Use	\$0.25	None.	None.	Domestic message originates and terminates within the 48 contiguous United States.			
Outgoing Text Messaging	250 Outgoing Text Messaging Add-on	Per Month, Per Phone	\$4.95	Overage above plan is \$0.25 per message	None.	Domestic message originates and terminates within the 48 contiguous United States.			
Outgoing Text Messaging	750 Outgoing Text Messaging Add-on	Per Month, Per Phone	\$9.95	Overage above plan is \$0.25 per message	None.	Domestic message originates and terminates within the 48 contiguous United States.			
Outgoing Text Messaging	Unlimited Outgoing Text Messaging Add-on	Per Month, Per Phone	\$14.95	None.	None.	Domestic message originates and terminates within the 48 contiguous United States.			

**VITA - US Cellular Contract #VA-090320-USCC**  
**Exhibit A – Pricing**  
**Supplier Option**

Plan Name	Service Description	Unit Of Measure	Fee	Any other pricing factor (e.g., total volume, etc.)	Included Features	Assumptions/Restrictions	Overage	Roaming	Night/Weekend Schedule
Outgoing Picture Messaging	Per Use Outgoing Picture Messaging Add-on	Per Use	\$0.25		None.	Domestic message originates and terminates within the 48 contiguous United States. Must Accompany and EasyedgeSM Data Package			
Outgoing Picture Messaging	20 Outgoing Picture Messaging Add-on	Per Month, Per Phone	\$2.95	Overage above plan is \$0.25 per message	None.	Domestic message originates and terminates within the 48 contiguous United States. Must Accompany and EasyedgeSM Data Package			
Outgoing Picture Messaging	50 Outgoing Picture Messaging Add-on	Per Month, Per Phone	\$5.95	Overage above plan is \$0.25 per message	None.	Domestic message originates and terminates within the 48 contiguous United States. Must Accompany and EasyedgeSM Data Package			
Outgoing Picture Messaging	100 Outgoing Picture Messaging Add-on	Per Month, Per Phone	\$10.95	Overage above plan is \$0.25 per message	None.	Domestic message originates and terminates within the 48 contiguous United States. Must Accompany and EasyedgeSM Data Package			
EasyEdge	EasyedgeSM Pay Per Use	Per Use	\$0.01 per KB		None.				
EasyEdge	EasyedgeSM Unlimited	Per Month, Per Phone	\$9.95	Overage above plan is \$0.01 per KB	None.				
Additional Fees	Regulatory Cost Recovery Fee	Per Month, Per Phone	\$0.96	None.	None.				
Additional Fees	Universal Service Fund (USF) Fee	Per Month, Per Phone	0.0423%	None.	None.	Pass-through of federal charge.			
Additional Feature	Unlimited CALL ME Minutes	Per Month, Per Phone	\$6.00 Wide Area / \$8.00 National	Can be included at no charge on Choose 1 or choose 2 options above. Not available on pay per use or National 250	Incoming Calls	All Incoming Calls at no Charge			
Additional Feature	Unlimited Mobile-to-Mobile Minutes	Per Month, Per Phone	\$6.00 Wide Area / \$6.00 National	Can be included at no charge on Choose 1 or choose 2 options above. Not available on pay per use or National 250	Mobile to Mobile Calls	All Mobile to Mobile Calls at no Charge (Within U.S. Cellular® owned and operated network only)			
Additional Feature	Unlimited Nights and Weekend Minutes	Per Month, Per Phone	\$6.00 Wide Area / \$8.00 National	Can be included at no charge on Choose 1 or choose 2 options above. Not available on pay per use or National 250	Night and Weekend calls	All Nights and Weekend Calls at no Charge			

Supplier shall measure and bill Service usage in one-minute increments, and each partial minute of usage will be rounded up and billed as a full minute. Supplier may bill VITA or Subscriber for calls that are not completed but ring longer than 59 seconds. For completed calls, VITA or Subscriber will be billed from the time Subscriber pushes the “send” button until the call is terminated.

“Application Charges” means the charges incurred for all monthly subscription fees and “per use” fees for data applications.

“Data Network Usage Charges” means the charges for transferring data (e.g., downloading applications, accessing the Internet, etc.) rendered in units of kilobytes or megabytes. Each partial kilobyte of data transferred will be rounded up and billed as a full kilobyte.

## EXHIBIT B – SERVICE REQUIREMENTS

### A. Service Commencement Date

The Supplier shall begin delivery of Services on the date requested by VITA or the USF Subscriber and agreed to by the Supplier in an order. VITA or a USF Subscriber may delay the Service commencement date by notifying the Supplier at least three (3) days before the scheduled Service commencement date.

VITA requires that Supplier provide delivery equal to or better than that provided its commercial and retail customers. Failure to comply with this provision may be considered grounds for termination of this Contract.

### B. Acceptance

Service(s) or Product(s) shall be deemed accepted when VITA or the Subscriber determines that the Services or Product(s) ordered meet the requirements or written criteria set forth herein, the manufacturer's specifications and/or the applicable order. VITA or the Subscriber shall commence Acceptance testing within a reasonable time period after commencement of the Service or delivery of the Product or within such longer time period mutually agreed upon by the Parties to the order. VITA or the Subscriber shall have seventy-two (72) hours, or such longer period as may be agreed upon between Supplier and VITA or the Subscriber in an order, from completion of Services to evaluate and accept the Services ("Evaluation Period"), provided that VITA or the Subscriber, in its sole discretion, may accept the same prior to expiration of the Evaluation Period. If the Supplier's a Service or Product fail to meet the specifications or requirements of the Contract or the applicable order, or those required by the Supplier's own technical documentation, then VITA or the Subscriber may require the Supplier to re-perform such Service, or repair or replace such Product.

Acceptance shall be effective for the purpose of making payment for Services or Products, as applicable, provided, however, Acceptance by VITA or Subscriber following the evaluation period shall not be conclusive that the Services conform in all respects to the specifications and requirements of the Contract or the applicable order. In the event that nonconformance therewith is discovered by VITA or Subscriber after Acceptance, whether due to a latent defect or otherwise, the Supplier shall take whatever action is necessary, including but not limited to re-performance of Services, to conform the Services to the specifications and requirements of the Contract or the applicable order. The Supplier's failure to do so shall constitute a default on the Contract or the applicable order for which VITA or Subscriber may exercise the remedies provided in the section of the Contract entitled "Termination for Breach or Default," in addition to and not in lieu of any other remedies available at law or in equity.

### C. Cure Period

Supplier shall correct the non-conformities identified hereunder and shall thereafter commence re-performance of Services, within five (5) days of written notice of non-conformance by VITA or the Subscriber, or as otherwise agreed between VITA and Supplier or Subscriber and Supplier. In the event that Supplier fails to deliver a Service which meets the Requirements, VITA or the Subscriber may, in its sole discretion: (i) reject the Service in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial Acceptance" of the Service with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Service while reserving its right to revoke Acceptance if timely correction is not forthcoming. Rejection will terminate the individual order issued under this Contract, and at the sole option of VITA, the Contract. Notwithstanding the foregoing, VITA or the Subscriber shall be entitled to pursue any other remedies that are available to it under this Contract and at law or in equity.

### D. Response

Throughout the Contract term, including any extensions thereto, Supplier shall respond to reports of interruption of Service and acknowledge all requests for restoration of Service with a status report within one (1) hour after notification by VITA or a Subscriber that a Service or Product failure has occurred. Supplier shall include in its status report a description of the failure and the estimated time to repair/restore Services. Updates shall be provided every two hours until resolution.

**E. Product Replacement**

In the event that a replacement Product is required for Subscriber to continue to use a Service, Supplier shall deliver such replacement to Subscriber within 24 business hours of the determination that replacement equipment is required.

**F. Service Levels and Remedies**

Supplier shall provide a Single Point of Contact (SPOC) for the reporting of service problems encountered by VITA or Subscriber while using the Services. Supplier shall provide a local SPOC representatives for the reporting of Service and Product problems during normal business hours (8:00 a.m. to 5:00 p.m. Eastern time, Monday-Friday, excluding state holidays). As an alternate and during non-business hours, the SPOC shall provide representatives available twenty-four (24) hours per day, seven (7) days a week, including weekends and holidays, via a toll free telephone number.

VITA shall be rebated, or credited, a prorated hourly portion of the applicable monthly service charges for each occurrence during which VITA or a Subscriber is denied use of the Service due to Service failures and disruptions for four (4) or more hours during any single twenty-four (24) hour period. The rebate shall apply to the initial four (4) hours and all additional hours, or portions thereof, during which VITA or the public body which is the recipient of Supplier's Services is denied access to the Service.

In addition, VITA or USF Subscriber shall be rebated, or credited, a prorated hourly portion of the applicable monthly service charges for each occurrence during which VITA or Subscriber which is the recipient of Supplier's Services is denied use of the Service for eight (8) hours or more during any consecutive thirty (30) day period. The rebate shall apply to the initial eight (8) hours and all additional hours, or portions thereof, during which VITA or the public body which is the recipient of Supplier's Services is denied access to the Service.

Credits and rebates are remedies available to VITA and USF Subscribers in addition to, and not in lieu of, any other remedies available pursuant to this Contract or at law or in equity.

**G. Provision of Service**

Supplier shall provide and VITA, or any public body including USF Subscriber shall purchase Service and Product pursuant to the terms and conditions set forth in this Contract. Service is available to Product only when such Product is within the operating range of Service as set forth in Suppliers' standard coverage maps. The standard coverage maps as of the Effective Date are attached hereto. Such maps may be updated periodically by Supplier. Service is furnished for VITA or any public body or USF Subscriber's use only. VITA or any public body or Subscriber may not resell Service to third parties. VITA or any public body or Subscriber may not use the Service for any unlawful, improper, harassing or abusive purposes or in a manner that interferes with Supplier's network, business operations, employees or customers.

VITA or any public body including USF Subscriber's use of the data services portion of Service (currently known as easyedge<sup>sm</sup> Phone Service), specifically excluding any BlackBerry products or services, shall be governed by this Contract and the Wireless Data (powered by BREW) End User License Agreement attached hereto. VITA or any public body including USF Subscriber's use of any BlackBerry portion of the Service shall be governed by this Agreement and the applicable RIM License(s). For purposes of this Contract, "RIM License(s)" means the then current standard software license(s), in whatever form or medium provided by Research In Motion Corporation, a Delaware corporation and/or Research In Motion Limited, an Ontario corporation (individually and collectively, "RIM"), in conjunction with the "BlackBerry" wireless handset device and related services, including but not limited to the BlackBerry Enterprise Server ("BES") Software License and BlackBerry End User/Software License Agreements provided with the BES software and BlackBerry Wireless handset devices, respectively, or as may be negotiated between VITA and RIM. A current set of versions of RIM Licenses can be found at <http://www.rim.com/legal/index.shtml>. As a condition to receiving any BlackBerry portion of the Service, VITA or any public body including USF Subscriber shall enter into, and at all times during the Initial Term and any Renewal Term maintain in place and comply with the terms of, the RIM Licenses needed to receive the BlackBerry portion of the Service. In the event of a material adverse revision to the RIM Licenses, VITA shall have the option to:

- a. request that the revision be rescinded;
- b. request that the revision be waived as to VITA or other public bodies receiving Services under this Agreement;

If Supplier or RIM fails to grant a request by VITA per a. or b. above, within 30 days of receiving the request, then VITA may, at its option, terminate any or all orders affected by such license revisions, without termination liability.

VITA or any public body including Subscriber shall be solely responsible for the selection, implementation, and performance of any third party equipment, software and telecommunication equipment and services (including, without limitation, Internet email connectivity) used in connection with the BlackBerry portion of the Service. VITA or any public body including Subscriber shall be responsible for insuring that the computer equipment and email system used by VITA or any public body including Subscriber in connection with the BlackBerry portion of the Service meets USCC's and RIM's minimum standards for interoperability including, without limitation, those with respect to memory requirements, processing speed, the choice of email server and client software, and the use of dedicated Internet access for accessing Internet email. Subscriber 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. VITA or any public body or USF Subscriber may not use the service for any unlawful, improper, harassing or abusive purpose or in such a way that interferes with Supplier's network, business operations, employees or customers.

VITA and Subscriber acknowledge 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 Supplier or its agents are not guarantees. VITA and Subscriber also acknowledge that the BlackBerry portion of the Service may be interrupted or unavailable due to the failure of third party suppliers or the termination of one of more third party supplier relationships including, without limitation, that with RIM.

**If any Equipment is lost, stolen or otherwise absent from Subscriber's possession and control, subscriber is responsible for all charges until subscriber reports the loss, theft, or other occurrence to supplier. supplier may require subscriber to provide supplier 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.**

## **H. END USER LICENSE AGREEMENT**

U.S. Cellular Wireless Data (powered by BREW™) End User License Agreement

1. Limited License. The developer of the Application ("Developer") hereby grants to you a non-exclusive limited license to install the object code version of the Application on one wireless communication device and to use the Application on such device. All rights not expressly granted are reserved by the Developer. The term "Application" includes any software that is provided to you at the same time the Application is provided to you, or that is used in connection with the Application.
2. Restrictions. You agree not to reproduce, modify or distribute the Application or other software included in your wireless device ("Other Software"). Subject to applicable law, you agree not to decompile or reverse engineer the Application or the Other Software. You agree not to (i) remove any copyright or other proprietary notice from the Application or the Other Software, or (ii) sublicense or transfer the Application or the Other Software to a third party.

3. Ownership. You agree that the Developer and its licensors retain all right, title and interest in and to the Application and all copies of the Application, including all copyrights therein. You agree to erase an Application from your wireless device upon receipt of notice.

4. Termination. This Agreement shall terminate immediately, without notice, if you fail to comply with any material term of this Agreement. Upon termination you agree to immediately erase the Application from your wireless device.

5. Disclaimer of Warranty. THE APPLICATION IS LICENSED TO YOU “AS IS.” DEVELOPER AND ITS LICENSORS DISCLAIM ANY AND ALL WARRANTIES REGARDING THE APPLICATION, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DEVELOPER DOES NOT WARRANT THAT THE OPERATION OF THE APPLICATION WILL BE UNINTERRUPTED OR ERROR FREE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY OR MAY BE LIMITED.

6. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE DEVELOPER OR ITS LICENSORS BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF THE USE OF THE APPLICATION (INCLUDING BUT NOT LIMITED TO LOST DATA OR LOST PROFITS), EVEN IF THE DEVELOPER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE DEVELOPER’S LIABILITY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY, EXCEED THE FEE PAID BY YOU. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY OR MAY BE LIMITED.

7. Export. The Application is subject to the export control laws and regulations of the United States and other jurisdictions. You agree to comply with all such laws and regulations.

8. Government. If you are or are acting on behalf of an agency or instrumentality of the United States Government, the Application is “commercial computer software” developed exclusively at private expense. Pursuant to FAR 12.212 or DFARS 227 7202 and their successors, as applicable, use, reproduction and disclosure of the Application is governed by the terms of this Agreement.

9. Miscellaneous. This Agreement is governed by the laws of the State of California, USA, without regard to California’s conflict of law principles. The United Nations Convention on Contracts for the Sale of International Goods does not apply to this Agreement. If any provision hereof is held illegal, invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the legality, validity and enforceability of all other provisions of this Agreement shall not be affected thereby. This Agreement constitutes the entire agreement between you and the Developer regarding its subject matter and supersedes any prior agreement, whether written or oral, relating to the subject matter of this Agreement. No modification or alteration of this Agreement will be valid except in writing signed by you and the Developer.



## EXHIBIT D – CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- i). No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- ii). If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii). The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: Signature On File

Printed Name: Jay Ellison, Vice President

Organization: United States Cellular Operating Company, LLC

Date: April 6, 2009

## **EXHIBIT E – INDIVIDUALS AUTHORIZED TO ORDER SERVICES**

Margaret Moran

Pamela Wood-Henry

Linda Brown

**MODIFICATION #6  
TO  
CONTRACT NUMBER VA-090320-USCC  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
UNITED STATES CELLULAR OPERATING COMPANY, LLC**

This MODIFICATION is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and United States Cellular Operating Company, LLC hereinafter referred to as "Contractor". This Modification is hereby incorporated into and made an integral part of Contract VA-090320-USCC.

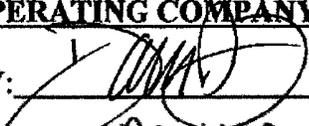
1. This Modification documents both parties' agreement to extend the contract term to June 30, 2016.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-090320-USCC and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

**UNITED STATES CELLULAR  
OPERATING COMPANY LLC**

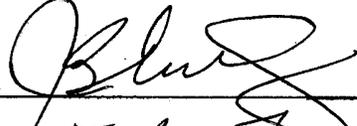
BY: 

NAME: DANA D DORCAS

TITLE: DIRECTOR OF SALES SE REGION

DATE: 6-26-15

**COMMONWEALTH OF VIRGINIA**

BY: 

NAME: J. B. Edmonds

TITLE: SCM Telecommunications Mgr

DATE: 6/29/15

**MODIFICATION #5  
TO  
CONTRACT NUMBER VA-090320-USCC  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
UNITED STATES CELLULAR OPERATING COMPANY, LLC**

This MODIFICATION is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and United States Cellular Operating Company, LLC hereinafter referred to as "Contractor". This Modification is hereby incorporated into and made an integral part of Contract VA-090320-USCC.

1. This Modification documents both parties' agreement to extend the contract term to June 30, 2015
2. Replace the following paragraphs:

**1. PURPOSE AND SCOPE**

This contract sets forth the terms and conditions under which Supplier shall provide wireless telecommunications Services and Products to:

- a. any Public Body as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia
- b. Private Institutions of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code. A list of the private institutions eligible to use this contract can be found at <http://www.cicv.org/Our-Colleges/Profiles.aspx>.

Any reference in this contract to Subscriber or "public body" shall include Private Institutions of Higher Education chartered in Virginia and granted Tax-Exempt status under §501(c)(3) of the Internal Revenue Code to the extent allowable by the Code of Virginia.

### 3. Pricing Adjustments

The Parties agree to the following changes to the Monthly Recurring Charges (MRC) for existing rate plans. Plan name changes are to align with Contractor's current plan names. Coverage and all other information, excluding price, concerning the plans remain as referenced in the Contract for the corresponding "Old Plan". All rate plans other than those referenced below remain in effect.

Price Plan	Old Plan	USCC Cost Per Line	VITA MRC Discount	Cost After Discount
BUSINESS BID RATE 250		\$ 25.00	N/A	\$ 25.00
B2B POOLED 250 W/ INC	Pool 250	\$ 30.00	25%	\$ 22.50
BUSINESS NATIONAL 450	National 450	\$ 39.99	25%	\$ 29.99
BUSINESS NATIONAL 900	National 900	\$ 59.99	25%	\$ 44.99
PAY AS GO \$8/.09 PER MIN	Pay As You Go	\$ 8.00	N/A	\$ 8.00
WIRELESS MODEM 5GB w/cap	Mobile Data (5GB)	\$ 49.95	25%	\$ 37.46
BUSINESS COMMUNITY 300	Wide-Area 300	\$ 29.99	25%	\$ 22.49
BUSINESS COMMUNITY 700	Wide-Area 700	\$ 39.99	25%	\$ 29.99
BUSINESS COMMUNITY 1000	Wide-Area 1000	\$ 49.99	25%	\$ 37.49
BUSINESS COMMUNITY 1650	Wide Area 1650	\$ 74.99	25%	\$ 56.24
B2B POOLED 500 MSG DATA	VD National 500 Pool	\$ 70.00	25%	\$ 52.50
B2B POOLED UNL MSG DATA	VD Unlimited	\$ 100.00	25%	\$ 75.00
B2B POOLED 750 MSG DATA	VD National 750 Pool	\$ 80.00	25%	\$ 60.00
Data for OBD Delphi Device 300mb		\$ 10.00 ( <i>\$5.00 for Data \$5.00 for Device access</i> )	N/A	\$ 10.00

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-090320-USCC and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

UNITED STATES CELLULAR  
OPERATING COMPANY LLC

BY:   
NAME: DANA D DORCAS  
TITLE: DIRECTOR OF BUSINESS <sup>SE</sup> REGION  
DATE: 6-30-14

COMMONWEALTH OF VIRGINIA

BY:   
NAME: PHILIP L. PIPEET  
TITLE: DIRECTOR, SCH  
DATE: 6/30/14

**MODIFICATION #4  
TO  
CONTRACT NUMBER VA-090320-USCC  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
UNITED STATES CELLULAR OPERATING COMPANY, LLC**

This MODIFICATION is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and United States Cellular Operating Company, LLC hereinafter referred to as "Contractor". This Modification is hereby incorporated into and made an integral part of Contract VA-090320-USCC.

1. This Modification documents both parties' agreement to extend the contract term to June 30, 2014.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-090320-USCC and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

UNITED STATES CELLULAR  
OPERATING COMPANY, LLC

BY: 

NAME: THOMAS P. CATANI

TITLE: REGIONAL VICE PRESIDENT

DATE: 6-27-13

COMMONWEALTH OF VIRGINIA

BY: 

NAME: PHILIP L. PIPPERT

TITLE: DIRECTOR, SCM

DATE: JUNE 28, 2013

**MODIFICATION #3  
TO  
CONTRACT NUMBER VA-090320-USCC  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
UNITED STATES CELLULAR OPERATING COMPANY, LLC**

This MODIFICATION is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and United States Cellular Operating Company, LLC hereinafter referred to as "Contractor". This Modification is hereby incorporated into and made an integral part of Contract VA-090320-USCC.

1. This Modification documents both parties' agreement to extend the contract term to June 30, 2013.
1. The parties agree to the following changes to Exhibit A relating to Belief Pooled Plans. Prices are Monthly Recurring Charges (MRC) unless otherwise noted.

### Belief Pooled Plans

Minutes (per line)	Voice Only	Voice & Messaging	Smartphone Voice Messaging & Data
		Unlimited Messaging	Unlimited Messaging
		Daily Data: \$3/day	Data Plus (Includes 5gb)
500	\$32.00	\$40.00	\$56.00
750	\$40.00	\$48.00	\$64.00
Unlimited	\$56.00	\$64.00	\$80.00
Overage Minutes	\$0.40	\$0.40	\$0.40
Overage Data	Not Available	NC	\$0.25/mb
Unlimited Messaging	\$20.00	Included	Included
Unlimited Mobile to Mobile	\$8.00	Included	Included

**Features included at no additional Charge:**

- Voice Mail
- Call Waiting
- Caller ID
- Call Forwarding
- Three-Way Calling

**AirTime Features include at no additional charge:**

- Belief 500 – Includes Unlimited Incoming Calls and Unlimited Mobile to Mobile Minutes
- Belief 750 – Includes Unlimited Incoming Calls, Unlimited Mobile to Mobile Minutes, Unlimited Nights and Weekends, Unlimited Text, Pix and Video Messages

Smartphone is defined as any phone with voice and data capability, capable of running 3rd party software with the exception of RIM Blackberry devices. These plans are not available for Blackberry users.

**2. The Parties agree to the deletion of the following plans from Exhibit A**

3. Wide-Area 2200 minute plan
4. National 1350 minute plan

**5. The Parties agree to the addition of the following data plans to Exhibit A**

Data	Price	Overage
2gb	\$25	\$10/gb
5gb	\$45	\$10/gb
10gb	\$81	\$10/gb

The pricing above applies to Tablets, Hot Spots and, Wireless Modems .

**6. The Parties agree to the addition of the following options to Exhibit A**

Seasonal Suspend	\$4.95 ea.
Device Protection (Phone, Tablet, Hot Spot and Modems)	\$5.95 mo.
Picture Messaging on Modems and Mobile Hot Spots (ingoing and outgoing)	No Charge
Text Messaging on Tablet Devices	No Charge
Tethering (Wired or Wireless) for Smartphones	\$15.00 mo.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-090320-USCC and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

UNITED STATES CELLULAR  
OPERATING COMPANY, LLC

BY: [Signature]

NAME: THOMAS P. COSTANI

TITLE: Vice President

DATE: 6-27-12

COMMONWEALTH OF VIRGINIA

BY: [Signature]

NAME: PHILIP L. PIPPERT

TITLE: DIRECTOR, SCM

DATE: 6/28/12

Modification #3  
To Contract VA-090320-usccL

**MODIFICATION #2  
TO  
CONTRACT NUMBER VA-090320-USCC  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
UNITED STATES CELLULAR OPERATING COMPANY, LLC**

This MODIFICATION #2 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as (“State” or “Commonwealth” or “VITA” (Virginia Information Technologies Agency)), and United States Cellular Operating Company, LLC hereinafter referred to as (“Contractor”) relating to the modification of Contract VA-090320-USCC, as amended. This Modification #2 is hereby incorporated into and made an integral part of Contract VA-090320-USCC (“VITA Agreement”).

1. This Modification rescinds Modification #1, dated May, 20, 2009 in its entirety.
2. This Modification documents both parties’ agreement to extend the contract term to June 30, 2012.
3. This Modification rescinds Exhibit A of the VITA Agreement and adopts the modified pricing schedule set forth in “Exhibit A – Pricing 2011” attached hereto.
4. Contractor will be considered an unrestricted wireless carrier by VITA such that state and local government agencies and other public bodies will not require a waiver from VITA to order wireless telecommunications services under Contract VA-090320-USCC. VITA will provide the same availability to and publications of Contractor’s wireless telecommunications service plans and features as VITA does for the other wireless carriers under contract.
5. The Contractor hereby agrees to delete the following language in its entirety from Section 1. **Purpose and Scope of the VITA Agreement:**

Supplier will only be obligated to provide service to a Subscriber whose primary work location or residence is located in one of the following jurisdictions:

Albemarle	Clifton Forge City	Lynchburg City
Alleghany	Covington City	Martinsville City
Amherst	Craig	Montgomery
Appomattox	Cumberland	Patrick
Bath	Floyd	Prince Edward
Bedford	Fluvanna	Pulaski
Bedford City	Franklin	Radford City
Botetourt	Galax City	Roanoke
Buckingham	Giles	Roanoke City
Buena Vista City	Grayson	Rockbridge
Campbell	Greene	Salem City
Carroll	Halifax	South Boston City
Charlotte	Henry	Smyth
Charlottesville City	Lexington City	Wythe

Modification # 2  
To Contract VA-090320-USCC

6. The Contractor agrees that VITA shall be its sole agent for the provisioning of wireless and cellular services to state public bodies located in the Commonwealth of Virginia. Contractor agrees that such services will be provided to these state public bodies through VITA contracts only. VITA recognizes and agrees that the Contractor may continue to perform against any existing legally binding contracts with local government and other public bodies until the expiration of such contract's current term. Contractor agrees that upon expiration of its existing contracts with local government and other public bodies, it will offer wireless services to the local government and other public bodies pursuant to the VITA Agreement; provided however, Contractor may offer and provide wireless services to any of these non-State supported public bodies pursuant to a separate customer agreement, if the local government or other non-State supported public body chooses to compete such service rather than utilize the VITA Agreement. Such agreements shall not be considered as having been established under this VITA Agreement for procurement purposes and shall not offer plans and features whose net pricing is below that published for the equivalent Contractor plan on the VITA web site; provided however, Contractor may proposed any pricing plan or feature to local government or other non-State supported public bodies when necessary to meet a competitive situation and at the same time offer those same pricing plans to the Commonwealth for inclusion in its contract.
  
7. The Contractor agrees to allow customers to be eligible for discounted equipment at initial activation and every 18 months thereafter.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-090320-USCC and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

UNITED STATES CELLULAR OPERATING  
COMPANY, LLC

BY: Dee Taylor  
 NAME: Dee Taylor  
 TITLE: Director of Sales  
 DATE: 6/9/11

COMMONWEALTH OF VIRGINIA

BY: Philip L. Pippert  
 NAME: PHILIP L. PIPPERT  
 TITLE: ASSOCIATE DIRECTOR, SCM  
 DATE: 6/13/11

## Exhibit A (2) Belief Pooled Plans

Minutes (per line)	Voice	Less 20%	Voice & Messaging	Less 20%	Voice Messaging & Data	Less 20%	For lines with \$10 BES get 25% off on Voice Messaging & Data
	Messaging: \$0.25/msg		Unlimited Messaging		Unlimited Messaging		
	Daily Data: \$3/day		Daily Data: \$3/day		Data Plus		
<b>250</b>	<u>\$30.00</u>	<u>\$24.00</u>					
<b>500</b>	<u>\$40.00</u>	<u>\$32.00</u>	<u>\$50.00</u>	<u>\$40.00</u>	<u>\$70.00</u>	<u>\$56.00</u>	<u>\$52.50</u>
<b>750</b>	<u>\$50.00</u>	<u>\$40.00</u>	<u>\$60.00</u>	<u>\$48.00</u>	<u>\$80.00</u>	<u>\$64.00</u>	<u>\$60.00</u>
<b>Unlimited</b>	<u>\$70.00</u>	<u>\$56.00</u>	<u>\$80.00</u>	<u>\$64.00</u>	<u>\$100.00</u>	<u>\$80.00</u>	<u>\$75.00</u>

### Included Features

**Included features: Voice Mail, Call Waiting, Caller ID, Call Forwarding, Three-Way Calling included at no charge.**

**AirTime Features:** Unlimited Mobile to Mobile  
 Unlimited Nights and Weekends beginning at 7pm  
 Unlimited Incoming Calls  
 Text, Pix & Video Messages

Airtime Features for 250 Plan: Choose 1 Airtime Feature above at no additional charge

**Airtime Features for 500 Plans: Choose 2 Airtime Features above at no additional charge**

Included features for 750 and Unlimited plans only:

Unlimited M2M, Unlimited Nights and Weekends beginning at 7pm,  
 Unlimited Incoming Calls: Text, Pix & Video Messages included, all at no charge.

Voice minute overage: \$0.40 /min

Additional features available for purchase, per line:

Data: \$15/month includes 50MB; overage \$0.25/MB, (not available on phones that require Data Plus)

**Data Plus: \$30/month includes 5GB; overage \$0.25/MB**

BlackBerry® Enterprise Server: \$40/mo

Unlimited Messaging: \$20/mo

Data Plus is required for BlackBerry®, Windows and Android powered phones, or as a replacement for Premium Mobile Internet.

**VITA - US Cellular Contract #VA-090320-USCC**  
**Exhibit A – Pricing**  
**Basic Voice Plan**

**Exhibit A (2) 2011-05 Pricing Submittal - Basic Voice Plan**

The Commonwealth seeks pricing for a "pay-as-you-go" rate plan consisting of a low monthly access fee per phone and a low per-minute usage rate, with no one-time initiation or termination fees.

The per-minute rate should be the same regardless of where in the 48 contiguous United States the call originates and terminates (i.e., no separate long distance, roaming or connection charges).

Indicate any feature(s) included for the basic monthly access fee (such as caller ID, voice mail, call forwarding, three-way calling, etc.).

List any and all additional fees that will apply to every unit (e.g., USF charges, etc.).

Provide monthly pricing for any additional optional "add-on" features that may be added to the phone for the additional fee indicated.

Provide pricing for any additional optional features that may be available on a per-call basis.

Supplier may expand the table to accommodate the full list of features proposed.

If Supplier has made any assumptions upon which the rates, charges or discounts are conditioned, they must be disclosed here.

Supplier must disclose any and all fees and charges that may apply under any conditions, clearly stating such conditions.

The first few rows of the table are populated with sample data.

Plan Name	Service Description	Unit Of Measure	Fee	At 600 Line Count	Any other pricing factor (e.g., total volume, etc.)	Included Features	Assumptions/Restrictions
National Pay as you go	Monthly Access Fee	Per Month, Per Phone	\$8.00	\$8.00	None.	Voice Mail, Call Waiting, Call Forwarding, 3-Way Conference Calling, Caller ID	None.
National Pay as you go	Per Minute Use	Per Minute	\$0.08	\$0.08	None.	None.	Domestic call originates and terminates within the 48 contiguous United States.
National Pay as you go	Regulatory Cost Recovery Fee	Per Month, Per Phone	\$0.96	\$0.96	None.	None.	
National Pay as you go	Universal Service Fund (USF) Fee	Per Month, Per Phone	0.0423%	0.0423%	None.	None.	Pass-through of federal charge.
National Pay as you go	Incoming Text Messaging	Per Text Message	\$0.00	\$0.00	None.	None.	Domestic message originates and terminates within the 48 contiguous United States.
National Pay as you go	Incoming Picture Messaging	Per Picture Message	\$0.00	\$0.00	None.	None.	Domestic message originates and terminates within the 48 contiguous United States.
National Pay as you go	BlackBerry® Unlimited Domestic Data Add-on with Voice	Per Month, Per phone	\$31.00	\$31.00	None.	None.	must accompany a voice plan

**VITA - US Cellular Contract #VA-090320-USCC**  
**Exhibit A – Pricing**  
**Basic Voice Plan**

Plan Name	Service Description	Unit Of Measure	Fee	At 600 Line Count	Any other pricing factor (e.g., total volume, etc.)	Included Features	Assumptions/Restrictions
National Pay as you go	Windows Mobile® Unlimited Domestic Data Add-on with Voice	Per Month, Per phone	\$19.95	\$19.95	None.	None.	must accompany a voice plan
National Pay as you go	Per Use Outgoing Text Messaging Add-on	Per Use	\$0.25	\$0.25	None.	None.	Domestic message originates and terminates within the 48 contiguous United States.
National Pay as you go	250 Outgoing Text Messaging Add-on	Per Month, Per Phone	\$4.95	\$4.95	Overage above plan is \$0.25 per message	None.	Domestic message originates and terminates within the 48 contiguous United States.
National Pay as you go	750 Outgoing Text Messaging Add-on	Per Month, Per Phone	\$9.95	\$9.95	Overage above plan is \$0.25 per message	None.	Domestic message originates and terminates within the 48 contiguous United States.
National Pay as you go	Unlimited Outgoing Text Messaging Add-on	Per Month, Per Phone	\$19.95	\$19.95	None.	None.	Domestic message originates and terminates within the 48 contiguous United States.
National Pay as you go	Per Use Outgoing Picture Messaging Add-on	Per Use	\$0.25	\$0.25		None.	Domestic message originates and terminates within the 48 contiguous United States. Must Accompany and EasyedgeSM Data Package
National Pay as you go	20 Outgoing Picture Messaging Add-on	Per Month, Per Phone	\$2.95	\$2.95	Overage above plan is \$0.25 per message	None.	Domestic message originates and terminates within the 48 contiguous United States. Must Accompany and EasyedgeSM Data Package
National Pay as you go	50 Outgoing Picture Messaging Add-on	Per Month, Per Phone	\$5.95	\$5.95	Overage above plan is \$0.25 per message	None.	Domestic message originates and terminates within the 48 contiguous United States. Must Accompany and EasyedgeSM Data Package
National Pay as you go	100 Outgoing Picture Messaging Add-on	Per Month, Per Phone	\$10.95	\$10.95	Overage above plan is \$0.25 per message	None.	Domestic message originates and terminates within the 48 contiguous United States. Must Accompany and EasyedgeSM Data Package
National Pay as you go	EasyedgeSM Pay Per Use	Per Use	0.01 per KB	.01 per KB		None.	
National Pay as you go	EasyedgeSM Unlimited	Per Month, Per Phone	\$9.95	\$9.95	Overage above plan is \$0.01 per KB	None.	

**VITA - US Cellular Contract #VA-090320-USCC**  
**Exhibit A – Pricing**  
**Data Only Plan**

**Exhibit A (2) RFP 2011-05 Pricing Submittal - Data Only Plan**

The Commonwealth seeks pricing for wireless data-only access.

The rate should be the same regardless of where in the 48 contiguous United States the call originates and terminates (i.e., no separate long distance, roaming or connection charges).

Indicate any feature(s) included for the basic monthly access fee.

List any and all additional fees that will apply to every unit (e.g., USF charges, etc.).

Provide monthly pricing for any additional optional "add-on" features that may be added to the unit for the additional fee indicated.

Provide pricing for any additional optional features that may be available.

Supplier may expand the table to accommodate the full list of features proposed.

Supplier has made any assumptions upon which the rates, charges or discounts are conditioned, they must be disclosed here.

Supplier must disclose any and all fees and charges that may apply under any conditions, clearly stating such conditions.

The first few rows of the table are populated with sample data.

Plan Name	Service Description	Unit Of Measure	Fee	At 600 CTN Count	Any other pricing factor (e.g., total volume, etc.)	Included Features	Assumptions/Restrictions
State of Virginia Data Only	Windows Mobile® Unlimited Domestic Data Add-on without Voice	Per Month, Per phone	\$24.95	\$24.95	None.	None.	without a voice calling plan (data only device)
State of Virginia Data Only	BlackBerry® Unlimited Domestic Data Add-on without Voice	Per Month, Per phone	\$36.95	\$36.95	None.	None.	without a voice calling plan (data only device)
State of Virginia Data Only	EasyEdge Wireless Modem	Per Month, Per Card	\$48.00	\$48.00	None.	None.	5 Gig max
State of Virginia Data Only	Regulatory Cost Recovery Fee	Per Month, Per Phone	\$0.96	\$0.96	None.	None.	
State of Virginia Data Only	Universal Service Fund (USF) Fee	Per Month, Per Phone	0.0423%	0.0423%	None.	None.	Pass-through of federal charge.

Exhibit A (2) 2011-05 Pricing Submittal - Software Licenses & Support

VITA - US Cellular Contract #VA-090320-USCC

In the table below, identify and price every software product required to adequately support the Exhibit A Reporting

Software Licenses & Support

The scope of use for each License Type is as defined in RFP Section 8 and is to be used in formulating Supplier pricing.

Annual Software Support and Maintenance cost is expected to be given as a percent of the fee actually paid for each license, valid for at least five (5) years after

Software Support and Maintenance includes helpdesk, bug fix and all new releases and upgrades issued by OEM (software publisher).

If Supplier has made any assumptions upon which the rates, charges or discounts are conditioned, they must be disclosed here.

Supplier must disclose any and all fees and charges that may apply under any conditions, clearly stating such conditions.

Supplier may expand the table to accommodate the full catalog of software proposed.

The first few rows of the table are populated with sample data.

Software	Product	Version	Publisher/OEM	License Term (Perpetual, Periodic, Annual, Monthly, etc.)	License Type (User, Server, Concurrent Use, Site, Enterprise Wide)	Unit Of Measure by License Type	Quantity	List Price	Discount off list (%)	Any other pricing factor (e.g. order size, annual spend, etc.)	Net Price After All Discounts	Annual Software Support and Maintenance Cost (% of discounted License Price)	Assumptions	Restrictions
BlackBerry®	BlackBerry Enterprise Server 4.0 for Microsoft Exchange	4.0	BlackBerry®	One Time	Enterprise Wide	1	1	\$2,995.95	0.0%	None	\$ 2,995.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Server 4.0 for Microsoft Exchange	4.0	BlackBerry®	One Time	Enterprise Wide	20	1	\$3,995.95	0.0%	None	\$ 3,995.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Server 4.0 for IBM Lotus Domino	4.0	BlackBerry®	One Time	Enterprise Wide	1	1	\$2,995.95	0.0%	None	\$ 2,995.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Server 4.0 for IBM Lotus Domino	4.0	BlackBerry®	One Time	Enterprise Wide	20	1	\$3,995.95	0.0%	None	\$ 3,995.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Server 4.0 for Novell GroupWise	4.0	BlackBerry®	One Time	Enterprise Wide	1	1	\$ 2,995.95	0.0%	None	\$ 2,995.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Server 4.0 for Novell GroupWise	4.0	BlackBerry®	One Time	Enterprise Wide	20	1	\$ 2,995.95	0.0%	None	\$ 2,995.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Server CAL	4.0	BlackBerry®	One Time	Enterprise Wide	1	1	\$ 99.95	0.0%	None	\$ 99.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Server CAL	4.0	BlackBerry®	One Time	Enterprise Wide	5	1	\$ 429.95	0.0%	None	\$ 99.95	None	Applicable taxing is not included	

VITA - US Cellular Contract #VA-090320-USCC

Exhibit A – Pricing

Software	Product	Version	Publisher/OEM	License Term (Perpetual, Periodic, Annual, Monthly, etc.)	License Type (User, Server, Concurrent Use, Site, Enterprise Wide)	Unit Of Measure by License Type	Quantity	List Price	Discount off list (%)	Any other pricing factor (e.g. order size, annual spend, etc.)	Net Price After All Discounts	Annual Software Support and Maintenance Cost (% of discounted License Price)	Assumptions	Restrictions
BlackBerry®	BlackBerry Enterprise Server CAL	4.0	BlackBerry®	One Time	Enterprise Wide	10	1	\$ 699.95	0.0%	None	\$ 699.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Server CAL	4.0	BlackBerry®	One Time	Enterprise Wide	50	1	\$ 3,299.95	0.0%	None	\$ 3,299.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Server CAL	4.0	BlackBerry®	One Time	Enterprise Wide	100	1	\$ 5,999.95	0.0%	None	\$ 5,999.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Server CAL	4.0	BlackBerry®	One Time	Enterprise Wide	500	1	\$ 27,499.95	0.0%	None	\$ 27,499.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Solution T-Support Tx2 Per Server Fee	4.0	BlackBerry®	Annual	Per Server	1	1	\$ 629.95	0.0%	None	\$ 629.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Solution T-Support Tx2 Per Device Fee	4.0	BlackBerry®	Annual	Per Device up to 99	1	1	\$ 25.00	0.0%	None	\$ 25.00	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Solution T-Support Tx2 Per Device Fee	4.0	BlackBerry®	Annual	Per Device 100-499	1	1	\$ 22.50	0.0%	None	\$ 22.50	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Solution T-Support Tx2 Per Device Fee	4.0	BlackBerry®	Annual	Per Device 500-999	1	1	\$ 20.00	0.0%	None	\$ 20.00	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Solution T-Support Tx2 Per Device Fee	4.0	BlackBerry®	Annual	Per Device 1000-4999	1	1	\$ 17.50	0.0%	None	\$ 17.50	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Solution T-Support Tx2 Per Device Fee	4.0	BlackBerry®	Annual	Per Device 5000-9999	1	1	\$ 15.00	0.0%	None	\$ 15.00	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Solution T-Support Tx2 Per Device Fee	4.0	BlackBerry®	Annual	Per Device 10000 +	1	1	\$ 12.50	0.0%	None	\$ 12.50	None	Applicable taxing is not included	

**VITA - US Cellular Contract #VA-090320-USCC**  
**Exhibit A – Pricing**  
**Value Adds**

**Exhibit A (2) 2011-05 Pricing Submittal - Value Adds**

If Supplier has proposed any "Value Adds" (Table I in Section 5 of the RFP) for which there are charges or fees, provide that data in this worksheet.

**This pricing data is in addition to, and not in lieu of, the pricing data requested pursuant to the other worksheets in this workbook.**

Option Pricing Schedule

Upon award U.S. Cellular® has approved a 15% discount for all State of Virginia Employees. Certain restrictions apply.

Plan Name	Service Description	Unit Of Measure	Fee	At 600 CTN Count	Any other pricing factor (e.g., total volume, etc.)	Included Features	Assumptions/Restrictions	Overage	Roaming	Night/Weekend Schedule
						<b>EXHIBIT A - PRICING Option</b>				
National	National 250	Per Month, Per Phone	\$25.00	\$25.00	None.	250 Minutes, per phone Voice Mail, Call Waiting, Call Forwarding, 3-Way Conference Calling, Caller ID	Based on U.S. Cellular® National Calling. Plans can be aggregated or stand alone. Aggregation per billing Account Number. Additional restrictions may apply. Overage rates Apply	0.49	0	None
Incoming Text Messaging	Incoming Text Messaging	Per Text Message	\$0.00		None.	None.	Domestic message originates and terminates within the 48 contiguous United States.			
Incoming Picture Messaging	Incoming Picture Messaging	Per Picture Message	\$0.00		None.	None.	Domestic message originates and terminates within the 48 contiguous United States.			
BlackBerry®	BlackBerry® Unlimited Domestic Data Add-on with Voice	Per Month, Per phone	\$32.00	\$32.00	None.	None.	must accompany a voice plan			
Windows Mobile®	Windows Mobile® Unlimited Domestic Data Add-on with Voice	Per Month, Per phone	\$19.95	\$19.95	None.	None.	must accompany a voice plan			
Outgoing Text Messaging	Per Use Outgoing Text Messaging Add-on	Per Use	\$0.25	\$0.25	None.	None.	Domestic message originates and terminates within the 48 contiguous United States.			
Outgoing Text Messaging	250 Outgoing Text Messaging Add-on	Per Month, Per Phone	\$4.95	\$4.95	Overage above plan is \$0.25 per message	None.	Domestic message originates and terminates within the 48 contiguous United States.			
Outgoing Text Messaging	750 Outgoing Text Messaging Add-on	Per Month, Per Phone	\$9.95	\$9.95	Overage above plan is \$0.25 per message	None.	Domestic message originates and terminates within the 48 contiguous United States.			
Outgoing Text Messaging	Unlimited Outgoing Text Messaging Add-on	Per Month, Per Phone	\$14.95	\$14.95	None.	None.	Domestic message originates and terminates within the 48 contiguous United States.			
Outgoing Picture Messaging	Per Use Outgoing Picture Messaging Add-on	Per Use	\$0.25	\$0.25		None.	Domestic message originates and terminates within the 48 contiguous United States. Must Accompany and EasyedgeSM Data Package			
Outgoing Picture Messaging	20 Outgoing Picture Messaging Add-on	Per Month, Per Phone	\$2.95	\$2.95	Overage above plan is \$0.25 per message	None.	Domestic message originates and terminates within the 48 contiguous United States. Must Accompany and EasyedgeSM Data Package			
Outgoing Picture Messaging	50 Outgoing Picture Messaging Add-on	Per Month, Per Phone	\$5.95	\$5.95	Overage above plan is \$0.25 per message	None.	Domestic message originates and terminates within the 48 contiguous United States. Must Accompany and EasyedgeSM Data Package			
Outgoing Picture Messaging	100 Outgoing Picture Messaging Add-on	Per Month, Per Phone	\$10.95	\$10.95	Overage above plan is \$0.25 per message	None.	Domestic message originates and terminates within the 48 contiguous United States. Must Accompany and EasyedgeSM Data Package			
EasyEdge	EasyedgeSM Pay Per Use	Per Use	\$0.01 per KB	\$0.01 per KB		None.				
EasyEdge	EasyedgeSM Unlimited	Per Month, Per Phone	\$9.95	\$9.95	Overage above plan is \$0.01 per KB	None.				
Additional Fees	Regulatory Cost Recovery Fee	Per Month, Per Phone	\$0.96	\$0.96	None.	None.				
Additional Fees	Universal Service Fund (USF) Fee	Per Month, Per Phone	0.0423%	0.0423%	None.	None.	Pass-through of federal charge.			
Additional Feature	Unlimited CALL ME Minutes	Per Month, Per Phone	\$6.00 Wide Area / \$8.00 National	\$6.00 Wide Area / \$8.00 National	Can be included at no charge on Choose 1 or choose 2 options above. Not available on pay per use or National 250	Incoming Calls	All Incoming Calls at no Charge			
Additional Feature	Unlimited Mobile-to-Mobile Minutes	Per Month, Per Phone	\$6.00 Wide Area / \$6.00 National	\$6.00 Wide Area / \$6.00 National	Can be included at no charge on Choose 1 or choose 2 options above. Not available on pay per use or National 250	Mobile to Mobile Calls	All Mobile to Mobile Calls at no Charge (Within U.S. Cellular® owned and operated network only)			
Additional Feature	Unlimited Nights and Weekend Minutes	Per Month, Per Phone	\$6.00 Wide Area / \$8.00 National	\$6.00 Wide Area / \$8.00 National	Can be included at no charge on Choose 1 or choose 2 options above. Not available on pay per use or National 250	Night and Weekend calls	All Nights and Weekend Calls at no Charge			

~~MODIFICATION #1~~   
TO  
CONTRACT NUMBER VA-090320-USCC  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
UNITED STATES CELLULAR OPERATING COMPANY, LLC

This MODIFICATION #1 is an agreement between the Commonwealth of Virginia, through its Virginia Information Technologies Agency (VITA), hereinafter referred to as "Commonwealth" or "VITA," and UNITED STATES CELLULAR OPERATING COMPANY, LLC ("US Cellular"), hereinafter referred to as "Supplier" or "US Cellular," relating to the modification of Contract VA-090320-USCC. This Modification #1 is hereby incorporated into and made an integral part of Contract VA-090320-USCC.

The purpose of this Modification #1 is to make certain changes to the way in which new services may be established, and to further discount pricing. Specific changes are made to the original contract provisions as follows:

**Reference: Page 3 of 36, Section 1, entitled "Purpose and Scope":**

Both of the above-referenced parties agree to delete the second paragraph of this section and replace it with the following:

"Supplier will only provide service using the telephone numbers listed in Exhibit F for substantially the same services provided on those numbers as of the Effective Date; or to a Subscriber whose primary work location or residence is located in one of the following jurisdictions and to whom VITA has granted a waiver to order Services from Supplier, in addition to issuing a TSO."

**Reference: Page 17 of 36, Section 12.T, entitled "Entire Contract":**

Both of the above-referenced parties agree to insert the following line immediately after the line labeled as "(v)." in the list of exhibits:

"(vi). Exhibit F Permitted Telephone Numbers"

Both of the above-referenced parties agree to insert the phrase "Exhibit F" immediately following the phrase "Exhibit E" in the paragraph regarding order of precedence, which begins, "In the event of a conflict..."

**Reference: Exhibits**

Both of the above-referenced parties agree to replace the first 11 pages of Exhibit A with 11 new pages, which are attached hereto.

Both of the above-referenced parties agree to add Exhibit F "Permitted Telephone Numbers," which is attached hereto.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-090320-USCC and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

US CELLULAR

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: SR Director of Sales  
East Region

DATE: \_\_\_\_\_

5-19-09

COMMONWEALTH OF VIRGINIA

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: Director Finance & Administration

DATE: \_\_\_\_\_

5/20/09



# **Wireless Services and Equipment Contract**

between

**The Virginia Information Technologies Agency**

on behalf of

**The Commonwealth of Virginia**

and

**United States Cellular Operating Company, LLC**

**VITA CONTRACT #VA-090320-USCC  
STATEWIDE WIRELESS SERVICES AND EQUIPMENT – U.S. CELLULAR®**

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## CONTRACTUAL TERMS AND CONDITIONS TELECOMMUNICATIONS SERVICES CONTRACT

THIS WIRELESS TELECOMMUNICATIONS SERVICES CONTRACT (“Contract”) is entered into by and between the Virginia Information Technologies Agency (hereinafter referred to as “VITA”), pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia (“the Commonwealth”), and United States Cellular Operating Company, LLC by and on behalf of its subsidiaries and/or affiliates that are the Federal Communications Commission licensees for the geographic area in which the services will be provided (“Supplier”) to be effective as of the last date set forth on the signature page of this Contract (“Effective Date”).

### 1. PURPOSE AND SCOPE

This Contract sets forth the terms and conditions under which Supplier shall provide wireless telecommunication Services and Products to any public body as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia.

Supplier will only be obligated to provide service to a Subscriber whose primary work location or residence is located in one of the following jurisdictions:

Albemarle	Clifton Forge City	Lexington City
Alleghany	Covington City	Lynchburg City
Amherst	Craig	Martinsville City
Appomattox	Cumberland	Montgomery
Bath	Floyd	Patrick
Bedford	Fluvanna	Prince Edward
Bedford City	Franklin	Pulaski
Botetourt	Galax City	Radford City
Buckingham	Giles	Roanoke
Buena Vista City	Grayson	Roanoke City
Campbell	Greene	Rockbridge
Carroll	Halifax	Salem City
Charlotte	Henry	South Boston City
Charlottesville City		Smyth
		Wythe

### 2. DEFINITIONS

#### A. Confidential Information

Any confidential or proprietary information of a Party that is disclosed in any manner, including oral or written, graphic, machine readable or other tangible form, to any other Party in connection with or as a result of discussions related to this Contract or any order issued hereunder, and which at the time of disclosure either (i) is marked as being “Confidential” or “Proprietary”, (ii) is otherwise reasonably identifiable as the confidential or proprietary information of the disclosing Party, or (iii) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of the disclosing Party.

**B. Electronic Data**

Data provided that can be read and used for computation and other operations by a computer system. For example, a billing file in a locked Adobe PDF format would *not* be considered Electronic Data.

**C. Party**

Supplier, VITA, or a public body (as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia), including a Subscriber, which is a recipient of Supplier's Services.

**D. Product**

A wireless handset, data card or other device provided by Supplier under this Contract.

**E. Service**

Any work performed or service provided by Supplier under this Contract for the benefit of VITA, a Subscriber, or any other public body on whose behalf VITA has placed an order with Supplier.

**F. Subscriber**

An individual or public body receiving Service or Product pursuant to an Order under this Contract.

**G. Telecommunications Service Order (TSO)**

An order for telecommunications services issued by VITA to a supplier of telecommunications services. For purposes of this Contract, a TSO shall refer to an order for Services, in substantially the form of Exhibit C to this Contract, issued by VITA to Supplier. Any TSO shall constitute an order.

**H. USF Subscriber**

Subscriber which is receiving funding from the federal Universal Service Fund (USF) for Services or Products.

**I. VITA**

Virginia Information Technologies Agency, an agency of the Commonwealth of Virginia pursuant to Chapter 20.1 (§§2.2-2005 et seq.) of the Code of Virginia or successor agency.

**3. TERM AND TERMINATION**

**A. Contract Term**

This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, shall continue to be effective and legally binding through June 30, 2011. VITA, at its sole option, may extend the term of this Contract for up to six (6) additional one (1) year periods after the expiration of the initial contract term upon mutual agreement of both parties. VITA will issue a written notification to the Supplier stating the extension period, not less than sixty (60) days prior to the expiration of any current term and Supplier will notify VITA in writing within twenty (20) days of its acceptance or rejection of the extension period.

**B. Termination for Convenience**

VITA may terminate this Contract, in whole or in part, or any order issued hereunder, in whole or in part, or a USF Subscriber may terminate an Order, in whole or in part, upon not less than thirty (30) days prior written notice at any time for any reason ("Termination for Convenience"). VITA may also immediately terminate this Contract, in whole or in part, or any order issued hereunder, if Supplier becomes a party excluded from Federal Procurement and Nonprocurement Programs. VITA shall provide written notice to Supplier of such termination, and Supplier shall provide prompt written notice to VITA if federal debarment proceedings are instituted against Supplier. Supplier shall submit any contractual or order dispute to VITA or the terminating Subscriber for resolution according to the terms of the Dispute Resolution Section of this Contract.

Upon termination for convenience, neither the Commonwealth nor VITA nor any public body, to include any USF Subscriber, shall have any future liability except for Services rendered by Supplier or as outlined in this Section, prior to the termination date of the Contract or order. The Commonwealth makes no assurances that any Service purchased under this Contract will remain in service for any minimum amount of time.

**C. Termination for Breach or Default**

VITA shall have the right to terminate this Contract, in whole or in part, or any order issued hereunder, in whole or in part, for breach and/or default of Supplier (“Termination for Breach” or “Termination for Default”). Supplier shall be deemed in breach and/or default in the event that Supplier fails to meet any material obligation set forth in this Contract or in any order issued hereunder.

If VITA deems the Supplier to be in breach and/or default, VITA shall issue a “Show Cause Notice” identifying the failure and providing Supplier fifteen (15) days to cure the failure/nonperformance. If Supplier fails to answer the Show Cause Notice, or does not correct the deficiencies noted, VITA may immediately terminate this Contract, in whole or in part, or any order issued hereunder, in whole or in part. Such termination shall be deemed a Termination for Breach or Termination for Default.

VITA may immediately terminate this Contract, in whole or in part, for breach and/or default if Supplier is found by a court of competent jurisdiction to be in violation of or to have violated 31 USC 1352. VITA shall provide written notice to Supplier of such termination, and Supplier shall provide prompt written notice to VITA if Supplier is charged with violation of 31 USC 1352.

Upon Termination for Breach or Termination for Default, neither the Commonwealth, nor VITA, nor any public body, to include any Subscriber, shall have any future liability except for Products or Services accepted prior to the termination date. Supplier shall refund any monies paid by VITA or any USF Subscriber for Services that were not accepted by VITA or the Subscriber.

The failure of VITA or a USF Subscriber to exercise its right to terminate for breach and/or default under this provision shall not be construed as a waiver of its right to terminate for breach and/or default, rescind or revoke this Contract or any order issued hereunder in the event of any subsequent breach and/or default on any provisions of such agreements.

Supplier shall submit any contractual or order dispute to VITA for resolution according to the terms of the Dispute Resolution Section.

Supplier may terminate this Contract, in whole if the contract is breached by VITA, or, an order issued hereunder, if VITA or the Subscriber provided service under the order materially breaches any of its obligations under this Contract, and such breach is not cured within fifteen (15) days after VITA or subscriber notified in writing of such breach. Non payment of charges subject to bona fide dispute shall not be considered a breach under this paragraph.

Supplier may immediately terminate the BlackBerry portion of the Service (i) if Supplier is prevented from providing such portion of the Service by any law, regulation, requirement or ruling issued in any form whatsoever by judicial or other government authority, or (ii) for a particular Subscriber or public body if the Subscriber or public body fails to comply with an applicable RIM License.

The terms of the Termination for Convenience and Termination for Breach or Default Sections shall not apply to termination for non-appropriation of funds.

**D. Non Appropriation of Funds**

All funds for payment for Services or Products ordered under this Contract are subject to the availability of legislative appropriation for this purpose. In the event of non-appropriation of funds by the Legislature for the items under this Contract, the Commonwealth will terminate this Contract, in whole or in part, for those Services or Products for which funds have not been appropriated. Written notice will be provided to the Supplier as soon as possible after legislative action is completed.

If any purchases are to be supported by federal funding, and such funding is not made available, the Commonwealth may terminate this Contract for Products or Services dependent on such federal funds without further obligation.

**E. Transition of Services**

Prior to or upon expiration or termination of this Contract, Supplier shall provide all assistance reasonably required to transition Services to any other supplier with whom VITA contracts for provision of services identical or similar to the Services provided by Supplier pursuant to this Contract. This obligation may extend beyond expiration or termination of the Contract for a period

not to exceed six (6) months. In the event of a termination for breach and/or default of Supplier or a termination due to Supplier's status as a party excluded from Federal Procurement and Non-procurement Programs, Supplier shall provide such assistance at no charge or fee to VITA or any Subscriber; otherwise, Supplier shall provide such assistance at a reasonable hourly rate or a charge agreed upon by Supplier and VITA or the Subscriber.

#### **4. SERVICES AND PRODUCTS**

##### **A. Nature of Services and Engagement**

Supplier is an independent contractor engaged to perform certain Services, including but not limited to installation and/or support activities for public bodies as described in Exhibit B and Exhibit A, Pricing. VITA reserves the right to order any of Supplier's Services at any time during the term of this Contract or any extension thereto. Notwithstanding all VITA's or Subscriber's rights to obtain Supplier's Services under this Contract, neither VITA nor any public body is under any obligation to purchase any of Supplier's Services. This Contract is non-exclusive and VITA and all public bodies may, at their sole discretion and in accordance with applicable law and regulation, purchase, license or otherwise receive benefits from third party suppliers of services similar to, or in competition with, the services provided by Supplier. For purposes of this Contract, Supplier includes any individual who is an employee, sub-contractor, or independent contractor of Supplier who is assigned by Supplier to perform Services or provide Products under this Contract.

##### **B. Subcontractors**

If Supplier subcontracts the provision of Services under this Contract to any other party, Supplier (i) shall act as prime contractor and shall be the sole point of contact with regard to all obligations under this Contract, and (ii) hereby represents and warrants that any authorized subcontractors performing the Services shall perform the Services in accordance with the warranties set forth in this Contract. Supplier shall not subcontract any Services pursuant to this Contract to any subcontractor that is a party excluded from Federal Procurement and Non-procurement Programs or to any subcontractor that is debarred by the Commonwealth of Virginia from providing the Services covered by this Contract.

##### **C. Shipping costs**

Supplier's price for Products shall include all shipping costs, fees and expenses necessary to ensure timely delivery to the Subscriber or VITA

##### **D. Risk of Loss**

Supplier shall have the risk of loss or damage for any Product(s) until such Product(s) are received and accepted by VITA or the Subscriber.

##### **E. Title to Products**

Clear and unrestricted title to all Product(s) purchased under this Contract shall pass to the Commonwealth upon delivery.

##### **F. Engineering Changes**

Supplier sponsored network modifications or engineering changes that would adversely impact VITA or Subscriber shall be made with thirty (30) days notice and the consent of the Commonwealth at no additional charge during the term of the Contract. The Commonwealth reserves the right at all times to schedule these modifications or changes to minimize the impact on the daily operations of the Commonwealth, except Supplier will have ability to modify or change the network if necessary for Supplier to maintain adequate Service.

##### **G. Product Refresh**

Supplier shall sell Products to VITA at the prices set forth in Exhibit A for each Eligible Upgrade and for each new line of Service activated by VITA or Subscriber. An "Eligible Upgrade" shall mean VITA or Subscriber's first upgrade of wireless Product for a line of Service after completing 18 months of Service on such line. Except for Eligible Upgrades, new activations, or substitutions for products or services terminated by supplier other than for Subscriber's breach, all other purchases or upgrades of wireless handset Product shall be at full retail price.

**H. Disposal of Products**

Supplier shall accept and adequately dispose of wireless Products from VITA or Subscriber either purchased under this Contract or when being replaced by Products purchased under this Contract. Such disposal shall comply with VITA security standards for data destruction and with all applicable local, state or federal laws or regulations regarding the proper disposal of such electronic equipment.

**I. Activating Third Party Devices**

Supplier will activate handsets, wireless data cards and other wireless communication devices that are technically compatible with and operable on its network, regardless of whether the devices were purchased from Supplier.

**J. Licenses**

By providing Services and Products under this Contract, Supplier grants VITA and Subscriber a non-exclusive, worldwide, paid-up, perpetual license to all software, firmware and microcode provided with or imbedded in a Product or provided for use with Services by Supplier. VITA or Subscriber agrees to abide by the additional terms and conditions of the third party End User License Agreements for wireless data services as identified in Exhibit B – Service Requirements, G. Provision of Service.

**K. Technology Improvements**

Supplier from time to time will propose modifications to the Products and Services offered under this Contract to provide the Commonwealth with current, innovative and proven technologies consistent with those offered by the Supplier generally.

**L. Substitution of Services**

During the term of this Contract, the Supplier is not authorized to substitute for any Service or Product identified in Exhibit A, Pricing, a service or Product not identified in Exhibit A, Pricing, unless such Products or Services are discontinued by Supplier's manufacturers or third-party providers and/or Supplier is no longer authorized to sell them. If Supplier is no longer authorized to provide the Products or Services, Supplier shall offer substitute Products or Services of like quality and characteristics, which Subscriber may select at its sole discretion, as an alternative to terminating its order without liability. Violation of this condition may be considered grounds for termination of the Contract. Supplier is not authorized to substitute for any Service identified in Exhibit A, Pricing, any other Service identified in Exhibit A, Pricing, without the written permission of VITA or the Subscriber. Violation of this condition may be considered grounds for termination of the Contract.

**5. SUPPLIER PERSONNEL**

**A. Selection and Management of Supplier Personnel**

Supplier shall be solely responsible for the conduct of its employees, agents, and subcontractors, including all acts and omissions of such employees, agents, and subcontractors, and shall ensure that such employees, agents, and subcontractors comply with the appropriate public body's site security, information security and personnel conduct rules, as well as applicable federal, state and local laws and regulations, including those related to imports and exports. The public body on whose site Supplier is performing Services shall have the right to require the immediate removal from its premises of any employee, subcontractor or agent of Supplier whom such public body believes has failed to comply or whose conduct or behavior is unacceptable or unprofessional or results in a security or safety breach.

**B. Supplier Personnel Supervision**

Supplier acknowledges that Supplier, or any of its agents, contractors, or subcontractors, is and shall be the employer of Supplier personnel, and shall have sole responsibility to supervise, counsel, discipline, review, evaluate, set the pay rates of and terminate the employment of Supplier personnel.

**6. GENERAL WARRANTY**

With respect to the Services provided by Supplier, Supplier represents and warrants the following:

**A. Ownership**

Supplier has the right to provide the Services and Products and, to the best of its knowledge, the provision of such Services does not violate or infringe any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

**B. Performance**

- i). All Services shall be performed with care, skill and diligence, consistent with or above applicable professional standards currently recognized in Supplier's profession, and Supplier shall be responsible for the professional quality, technical accuracy, completeness and coordination of all Services furnished under this Contract;
- ii). The Services and Products shall meet or exceed the stated requirements;
- iii). The Product(s) shall meet or exceed the manufacturer's specifications, including physical and operating characteristics.
- iv). Any documentation which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow a properly trained user to fully utilize the Services without reference to any other materials or information.

**C. Availability of Equipment**

Supplier represents that all Products were formally announced for marketing purposes before execution of this Contract or, in the case of subsequent orders, before the execution of such orders.

**D. Supplier's Viability**

Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract; that Supplier has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Supplier that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

**E. Product Warranty**

VITA and Subscriber will receive manufacturer's consumer warranty with delivery of the product. Additionally, Supplier will provide 12 months of Depot (return to vendor) warranty services for Products purchased under this Contract at no cost to the VITA or Subscriber. Such warranty support shall include all labor and materials necessary to keep the Product in operational condition, in accordance with the manufacturer's then-current published specifications. Upon delivery of a malfunctioning unit, Supplier shall provide a temporary replacement Product within one hour, pre-programmed for the Subscriber at no cost. If the damaged phone is found to be inoperable, a new phone will be issued at no cost to VITA or Subscriber. The replacement Product will be programmed for the Subscriber's use at no cost. This warranty does not apply to Product malfunctions attributable to user misuse or neglect. All warranties shall include support for all software, firmware and microcode.

**F. Supplier's Past Experience**

Supplier warrants that the Services have been successfully performed for a non-related third-party without significant problems due to the Services or Supplier.

THE OBLIGATIONS OF SUPPLIER UNDER THIS GENERAL WARRANTY SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY OTHER PARTICULAR PURPOSE.

**7. ORDERS AND COMPENSATION**

**A. Telecommunications Service Orders**

VITA shall have the exclusive authority to order all Services and Products, except those ordered directly by USF Subscribers. To order Services, VITA will issue a written Telecommunications Service Order (TSO) to the Supplier for any Service(s) or Product(s) identified herein. A valid TSO should (i) reference the Contract number; (ii) be signed by an ordering officer authorized to contractually bind the Commonwealth; and (iii) identify the Service(s) or Product(s) to be

acquired, the price for each Service (in accordance with this Contract, including Exhibit A, Pricing), the required Service Commencement Date for each Service, and, as applicable, the location(s) where each Service shall be performed. In no event shall a TSO include a request for any service not identified in this Contract.

Upon receipt of a written TSO, the Supplier shall process such TSO and return a Service Order containing the following information:

- i). Verification that the TSO is technically correct;
- ii). Date Services will commence;
- iii). Verification of the charge for each item (Service) to be provided, and;
- iv). Other applicable administrative information necessary to deliver the Services requested on the TSO.

VITA's standard TSO template is provided as Exhibit C.

**B. Ordering Officer(s)**

VITA will designate in writing any individual authorized (Ordering Officer) to issue orders for the Services. Notwithstanding anything to the contrary, the Commonwealth or the USF Subscriber will make payment only pursuant to a valid order executed by an Ordering Officer. The authorized Ordering Officers for this Contract are listed in Exhibit E, which may change from time to time.

Notwithstanding the foregoing, Supplier shall not accept any order from a Subscriber if such order is to be funded, in whole or in part, by federal funds and if, at the time the order is placed, Supplier is not eligible to be the recipient of federal funds as may be noted on any of the Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs.

ALL CONTRACTUAL OBLIGATIONS UNDER THIS CONTRACT IN CONNECTION WITH AN ORDER PLACED BY ANY USF SUBSCRIBER ARE THE SOLE OBLIGATION OF SUCH USF SUBSCRIBER AND NOT THE RESPONSIBILITY OF VITA.

**C. Purchase Price and Price Protection**

Exhibit A, Pricing, sets forth the fees and the applicable discounts. No public body will be required to pay any additional costs above those costs provided for in Exhibit A, Pricing. Supplier may submit to VITA a request for an increase in such fees or a decrease in such discounts. Such request must be accompanied by written documentation to VITA demonstrating the additional value reflected by such increase in fee or decrease in discount. VITA may, in its sole discretion, agree to a modification of this Contract to effectuate such increase in fees or decrease in discounts.

Any price decrease effectuated during the Contract term, or any extension thereto, by reason of market change shall be passed on to VITA and all Subscribers. This decrease shall be effective on the date the price decrease is announced to the general public.

At all times during the term of this Contract and any extensions thereto, Supplier's prices on Exhibit A, Pricing, shall at all times comply with §§ 56-234 et seq. of the Code of Virginia. Supplier's failure to comply with the aforementioned statute shall be grounds for termination of the Contract or any order issued hereunder for default and/or breach; and VITA and any Subscriber may pursue any remedies available at law or in equity with regard to such failure to comply.

**D. Invoice and Payment Terms**

All payment obligations under this Contract are subject to the availability of legislative appropriations at the federal, state, or local level, for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Contract, VITA may terminate this Contract, in whole or in part, or any order, in whole or in part, Written notice will be provided to the Supplier as soon as possible after legislative action is completed.

Supplier shall deliver to VITA one consolidated monthly invoice for all Products and Services ordered by and billable to VITA pursuant to this Contract, including call detail. Supplier shall also deliver to each USF Subscriber one consolidated monthly invoice for all Products and Services, including call detail, ordered by and billable to such USF Subscriber pursuant to this Contract. Neither VITA nor any USF Subscriber is obligated to pay against an invoice that is not readable

and verifiable. The minutes used, and associated charges, will be applied against VITA or Subscriber's monthly plan minutes in the month that the usage appears on VITA's or Subscriber's bill rather than the month the calls were actually placed.

Supplier is responsible for the accuracy of its billing information. Charges for Services accepted more than ninety (90) days prior to receipt of a valid invoice may not be paid.

If there are any disputed items, VITA or the appropriate USF Subscriber shall pay all undisputed charges and promptly notify Supplier in writing of any disputed amount. Supplier shall thereupon review its records, and, if Supplier does not concur with VITA or such USF Subscriber, shall provide VITA or such USF Subscriber with documentation to support the charge within fifteen (15) days of notification of the disputed amount. If such charges remain in dispute, such dispute shall be resolved in accordance with the Dispute Resolution section of this Contract. In the absence of the Supplier's written evidence identifying the merit of the disputed amounts, VITA or such USF Subscriber may not pay the disputed amounts and may consider the matter concerning the specific identified amounts closed.

**E. Invoice Procedures**

Supplier shall promptly remit each invoice to the "bill-to" address provided with the order. Supplier shall submit invoices for monthly recurring charges monthly in advance and for usage-based or other miscellaneous charges in arrears. No invoice shall include any costs other than those identified in the executed order, which costs shall be in accordance with Exhibit A, Pricing. In addition, all Services provided under this Contract shall be billed by the Supplier at the Contract price, regardless of which public body is benefiting from the Services. Without limiting the foregoing, all shipping costs are the Supplier's responsibility except to the extent such charges are identified in Exhibit A, Pricing, or as noted in the executed order. Invoices issued by the Supplier shall identify at a minimum:

- i). Service type and description, with charges identified at the lowest level of detail (i.e., phone level)
- ii). Applicable order date
- iii). This Contract number and the applicable order number
- iv). Supplier's Federal Employer Identification Number (FEIN).

No invoice will be paid without adequate billing details. If available, charges should be provided on electronic media at the detail level.

Any credits due VITA or any USF Subscriber under the terms of this Contract may be applied against Supplier's invoices to VITA or such USF Subscriber on the same account with appropriate information attached.

The Parties agree that any terms included on Supplier's invoice shall have no force or effect and in no way bind VITA or any other public body.

**F. Small Business Participation**

By the 10th day of every month, Supplier shall submit to VITA the Small Business Subcontracting Monthly Report (template to be provided). Supplier's report should include spend on all Supplier's contracts with second-tier suppliers which provide products or services under this Contract. The report should specify the amount of such spend provided to Virginia Department of Minority Business Enterprise (DMBE)-certified small businesses. Supplier shall submit the report to [SWaM@vita.virginia.gov](mailto:SWaM@vita.virginia.gov).

**G. Universal Service Fund**

Supplier agrees to make available all Products and Services as listed and priced herein directly to the USF Subscriber, and to bill each USF Subscriber directly. Supplier agrees and understands that the responsibility for collection of all charges incurred, and the responsibility for resolving all Product and Service problems as well as administration of this Contract for USF participation shall be the sole responsibility of Supplier.

## 8. CONFIDENTIALITY

### A. Treatment and Protection

Each Party shall (i) hold in strict confidence all Confidential Information of any other Party, (ii) use the Confidential Information solely to perform or to exercise its rights under this Contract, and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third-party. However, VITA or any public body recipient of Supplier's Services, including Subscribers, may disclose the Confidential Information as delivered by Supplier to subcontractors, contractors or agents of VITA or such public body that are bound by non-disclosure contracts with VITA or such public body. Each Party shall take the same measures to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information (but in no event shall such measures be less than reasonable care).

### B. Exclusions

The term "Confidential Information" shall not include information that is:

- i). in the public domain through no fault of the receiving Party or of any other person or entity that is similarly contractually or otherwise obligated;
- ii). obtained independently from a third-party without an obligation of confidentiality to the disclosing Party and without breach of this Contract;
- iii). developed independently by the receiving Party without reference to the Confidential Information of the other Party; or
- iv). required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.

### C. Return or Destruction

Upon the termination or expiration of this Contract or upon the earlier request of the disclosing public body, including VITA, Supplier shall (i) at its own expense, (a) promptly return to the disclosing public body all tangible Confidential Information (and all copies thereof except the record required by law) of the disclosing public body, or (b) upon written request from the disclosing public body, destroy such Confidential Information and provide the disclosing public body with written certification of such destruction, and (ii) cease all further use of the public body's Confidential Information, whether in tangible or intangible form.

VITA, or the public body recipient of Supplier's Services, shall retain and dispose of Supplier's Confidential Information in accordance with the Commonwealth of Virginia's records retention policies or, if such public body is not subject to such policies, in accordance with such public body's own records retention policies.

### D. Customer Proprietary Network Information (CPNI)

By placing an order under the Contract, Subscriber provides its consent to the disclosure of its Customer Proprietary Network Information, as defined by the Federal Communications Commission, by Supplier to VITA or its designee, upon VITA's request, for purposes of managing the Services and Products provided under this Contract. VITA will protect the confidentiality of such information as provided under this Contract.

## 9. LIABILITY AND INDEMNIFICATION

Supplier agrees to indemnify, defend and hold harmless VITA, the Commonwealth, Subscribers, or any other public body recipient of Services, their officers, directors, agents and employees ("Commonwealth's Indemnified Parties") from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of Commonwealth's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee or subcontractor of Supplier, (ii) any act or omission of any employee or subcontractor of Supplier, (iii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any defect in the Services

provided by Supplier, or (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Services.

Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to VITA or the public body against whom the claim has been asserted.

In the event that a Claim is commenced against any of Commonwealth's Indemnified Parties alleging that the provision of Services under this Contract infringes any third party's intellectual property rights and Supplier is of the opinion that the allegations in such Claim in whole or in part are not covered by this indemnification provision, Supplier shall immediately notify VITA and the affected public body(ies) in writing, via certified mail and via email, if available, specifying to what extent Supplier believes it is obligated to defend and indemnify under the terms and conditions of this Contract. Supplier shall in such event protect the interests of the Commonwealth's Indemnified Parties and secure a continuance to permit VITA and the affected public body(ies) to appear and defend their interests in cooperation with Supplier as is appropriate, including any jurisdictional defenses VITA or the affected public body(ies) may have.

In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Services or Products, and in addition to all other obligations of Supplier in this Section, Supplier shall at its expense, either (a) procure for all public bodies the right to continue use of such infringing Services or Products, or any component thereof; or (b) replace or modify such infringing Services or Products, or any component thereof, with non-infringing products or services satisfactory to VITA. And in addition, Supplier shall reimburse VITA or any affected public body for the reasonable costs incurred by VITA or such public body in obtaining an alternative service in the event such public body cannot use the affected Services.

**EXCEPT WITH REGARD TO CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY OR INFRINGEMENT, AND THE INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS, WITH RESPECT TO EACH OF WHICH LIABILITY SHALL NOT BE LIMITED PURSUANT TO THIS SECTION, IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY (OR THE INDEMNIFIED PARTIES OF SUCH PARTY) FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING (WITHOUT LIMITATION) LOSS OF PROFIT, INCOME OR SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, EXCEPT WHEN SUCH DAMAGES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS.**

Supplier's liability regarding the failure of or inability to use the Service or Equipment, is limited to the charges VITA or Subscriber incurs for the applicable Service or Equipment during the affected period.

#### **10. SECURITY COMPLIANCE**

Supplier agrees to comply with all provisions of the then-current Commonwealth of Virginia security procedures, published by the Virginia Information Technologies Agency (VITA) and which may be found at (<http://www.vita.virginia.gov/docs/psg.cfm>) or a successor URL(s), as are pertinent to Supplier's operation. Supplier further agrees to comply with all provisions of the relevant Authorized User's then-current security procedures as are pertinent to Supplier's operation and which have been supplied to Supplier by such Authorized User. Supplier shall also comply with all applicable federal, state and local laws and regulations. For any individual Authorized User location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier's employees or agents. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent, additional forms which may include non-disclosure agreements to be signed by Supplier's employees or agents acknowledging that all Authorized User information with which such employees and agents come into contact while at the Authorized User site is confidential and proprietary. Any unauthorized release of proprietary

information by the Supplier or an employee or agent of Supplier shall constitute a breach of this Contract.

Supplier shall indemnify, defend, and hold the Commonwealth, VITA, the Authorized User, their officers, directors, employees and agents harmless from and against any and all fines, penalties (whether criminal or civil), judgments, damages and assessments, including reasonable expenses suffered by, accrued against, or charged to or recoverable from the Commonwealth, VITA, the Authorized User, their officers, directors, agents or employees, on account of the failure of Supplier to perform its obligations pursuant this Section.

## **11. BANKRUPTCY**

If Supplier becomes insolvent, takes any step leading to its cessation as a going concern, fails to pay its debts as they become due, or ceases business operations continuously for longer than fifteen (15) business days, then VITA may immediately terminate this Contract or any order issued hereunder, or a USF Subscriber may terminate an order, on notice to Supplier unless Supplier immediately gives VITA or such USF Subscriber adequate assurance of the future performance of this Contract or the applicable order. If bankruptcy proceedings are commenced with respect to Supplier, and if this Contract has not otherwise terminated, then VITA may suspend all further performance of this Contract until Supplier assumes this Contract and provides adequate assurance of performance thereof or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by the VITA and Supplier that this is an executory contract. Any such suspension of further performance by VITA pending Supplier's assumption or rejection shall not be a breach of this Contract, and shall not affect VITA's right to pursue or enforce any of its rights under this Contract or otherwise.

## **12. GENERAL PROVISIONS**

### **A. Relationship Between VITA, Public Bodies, and Supplier**

Neither Party has any authority to contract for the other party or in any way to bind, to commit the other party to any agreement of any kind, or to assume any liabilities of any nature in the name of or on behalf of the other party. Under no circumstances shall either party, or any of its employees, hold itself out as or be considered an agent or an employee of the other party, and neither party shall have any duty to provide or maintain any insurance or other employee benefits on behalf of the other party or its employees. Supplier represents and warrants that it is an independent contractor for purposes of federal, state and local employment taxes and agrees that neither VITA nor any public body is responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for Supplier. Any and all taxes, interest or penalties, including, but not limited to, any federal, state or local withholding or employment taxes, imposed, assessed or levied as a result of this Contract shall be paid or withheld by Supplier or, if assessed against and paid by VITA or any public body, shall be reimbursed by Supplier upon demand by VITA or such public body.

### **B. Licenses and Permits**

Supplier shall be responsible for obtaining all rights-of-way, licenses, and/or permits required by applicable authorities in order to perform installation Services at the location(s) specified on any order issued pursuant to this Contract.

### **C. Incorporated Contractual Provisions**

The contractual provisions at the following URL are mandatory contractual provisions, required by law or by VITA, that are hereby incorporated by reference:

<http://www.vita.virginia.gov/uploadedFiles/SCM/StatutorilyMandatedTsandCs.pdf>

The contractual claims provision §2.2-4363 of the Code of Virginia and the required eVA provisions at <http://www.vita.virginia.gov/procurement/documents/eVATsandCs.pdf> are also incorporated by reference.

The terms and conditions in the document posted to the aforereferenced URL are subject to change pursuant to action by the legislature of the Commonwealth of Virginia, change in VITA policy, or the adoption of revised eVA business requirements. If a change is made to the terms

and conditions, a new effective date will be noted in the document title. Supplier is advised to check the URL periodically.

**D. Compliance with the Federal Lobbying Act**

Supplier shall not, in connection with this Contract, engage in any activity prohibited by 31 USC 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act"), and shall promptly perform all obligations mandated by the Lobbying Act in connection with this Contract, including, without limitation, obtaining and delivering to the Commonwealth all necessary certifications and disclosures.

Supplier is hereby advised that a significant percentage of the funds used to pay Supplier's invoices under this Contract may be federal funds. Under no circumstances shall any provision of this Contract be construed as requiring or requesting the Supplier to influence or attempt to influence any person identified in 31 USC 1352(a)(1) in any matter.

Supplier's signed certification of compliance with the foregoing is incorporated as Exhibit D hereto.

**E. Governing Law**

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law. Any and all litigation shall be brought in the circuit courts of the Commonwealth of Virginia. The English language version of this Contract prevails when interpreting this Contract. The United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods are expressly disclaimed. UCITA shall apply to this Contract only to the extent required by §59.1-501.15 of the Code of Virginia.

**F. Dispute Resolution**

In accordance with §2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the public body from whom the relief is sought no later than sixty (60) days after final payment; however, written notice of the Supplier's intention to file such claim must be given to such public body at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The relevant public body shall render a final decision in writing within thirty (30) days after its receipt of the Supplier's written claim.

The Supplier may not invoke any available administrative procedure under §2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the decision of the relevant public body on the claim, unless that public body fails to render its decision within thirty (30) days. The decision of the relevant public body shall be final and conclusive unless the Supplier, within six (6) months of the date of the final decision on the claim, invokes appropriate action under §2.2-4364, Code of Virginia or the administrative procedure authorized by §2.2-4365, Code of Virginia.

Upon request from the public body from whom the relief is sought, Supplier agrees to submit any and all contractual disputes arising from this Contract to such public body's alternative dispute resolution (ADR) procedures, if any. Supplier may invoke such public body's ADR procedures at any time and concurrently with any other statutory remedies prescribed by the Code of Virginia.

In the event of any breach by a public body, Supplier's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Supplier's remedies include the right to terminate any license or support services hereunder.

**G. Advertising and Use of Proprietary Marks**

Supplier shall not use the name of VITA or any public body or refer to VITA or any public body, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of VITA or such public body. In no event may Supplier use a proprietary mark of VITA or any public body without receiving the prior written consent of VITA or such public body.

**H. Notices**

Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been sufficiently given if delivered in person, or if deposited in the US mails,

postage prepaid, for mailing by registered, certified mail, or overnight courier service addressed to the addresses shown on the signature page, and in the case of supplier to the additional addresses listed below. VITA or Supplier may change its address for notice purposes by giving the other Party notice of such change in accordance with this Section.

United States Cellular Corporation  
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  
1 S. Dearborn Street  
Chicago, IL 60603  
FAX #: (312)853-7036

**I. No Waiver**

Any failure to enforce any terms of this Contract, including termination for breach, shall not constitute a waiver.

**J. Cooperation**

Supplier shall cooperate with agents, consultants or contractors (“designees”) authorized by VITA to act on its behalf. VITA shall define the scope of such authority for the designee and Supplier shall provide cooperation to the designee to the same extent that it would to VITA under this Contract within the scope of the authorization by VITA. Such designees will be subject to the Confidentiality provisions of this Contract.

**K. Assignment**

This Contract shall be binding upon and shall inure to the benefit of the permitted successors and assigns of VITA and Supplier. Supplier may not assign, subcontract, delegate or otherwise convey this Contract, or any of its rights and obligations hereunder, to any entity without the prior written consent of VITA, which shall not be unreasonably withheld, and any such attempted assignment or subcontracting without consent shall be void. VITA may assign this Contract to any entity, so long as the assignee agrees in writing to be bound by the all the terms and conditions of this Contract and such assignment does not increase supplier’s obligations under the contract.

If any law limits the right of VITA or Supplier to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be thirty (30) days after the Supplier gives VITA prompt written notice of the assignment, signed by authorized representatives of both the Supplier and the assignee. Any payments made prior to receipt of such notification shall not be covered by this assignment.

**L. Captions**

The captions are for convenience and in no way define, limit or enlarge the scope of this Contract or any of its Sections.

**M. Severability**

Invalidity of any term of this Contract, in whole or in part, shall not affect the validity of any other term. VITA and Supplier further agree that in the event such provision is an essential part of this Contract, they shall immediately begin negotiations for a suitable replacement provision.

**N. Survival**

The provisions of this Contract regarding Warranty, Confidentiality, and Liability and Indemnification, and the General Provisions shall survive the expiration or termination of this Contract.

**O. Force Majeure**

No Party shall be responsible for failure to meet its obligations under this Contract if the failure arises from causes beyond the control and without the fault or negligence of the non-performing Party. If any performance date under this Contract is postponed or extended pursuant to this section for longer than thirty (30) calendar days, VITA, by written notice given during the postponement or extension, may terminate Supplier's right to render further performance after the effective date of termination without liability for that termination, and in addition a Subscriber may terminate any order affected by such postponement or delay.

**P. Remedies**

The remedies set forth in this Contract are intended to be cumulative. In addition to any specific remedy, all parties reserve any and all other remedies that may be available at law or in equity.

**Q. Right to Audit**

VITA reserves the right to audit those Supplier records that relate to the Services rendered or the amounts due Supplier for such Services under this Contract. VITA's right to audit shall be limited as follows:

- i). Three (3) years from Service performance date;
- ii). Performed at Supplier's premises, during normal business hours at mutually agreed upon times; and
- iii). Excludes access to Supplier cost information; and
- iv). Not more than every twelve (12) months.

The Supplier shall not have the right to audit, or require to have audited, VITA or any Commonwealth public body.

**R. Taxes—Federal, State, and Local**

The Commonwealth of Virginia is exempt from Federal excise and all State and Local taxes. Such taxes shall not be included in Contract prices. Tax certificates of exemption, Form ST-12 can be obtained online at <http://www.tax.state.va.us/>. Deliveries against this Contract shall be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K. The Commonwealth is also exempt from paying E-911 charges.

Any taxes, fees and surcharges that Supplier is required by law or regulation to collect (including, but not limited to the fees for the Federal Universal Service Fund and local number portability) shall be billed to the Commonwealth without additional charge or other markup by the Supplier. Supplier shall provide fifteen (15) days notice of changes in the applicable rate of such taxes, fees or surcharges and identify them as separate charges on the invoice.

**S. Contract Administration and Account Management**

Supplier agrees that at all times during the term of this Contract an account executive ("Account Manager"), at Supplier's senior management level, shall be assigned and available to VITA and all Subscribers. Supplier reserves the right to change such account executive upon reasonable advance written notice to VITA.

The Account Manager's responsibilities should include (i) resolution of technical support questions and issues which have not been resolved by Supplier's technical support division; (ii) preparation of account information and response to and resolution of inquiries regarding billing and payment; and (iii) investigation and resolution of customer service issues and complaints.

**T. Entire Contract**

The following documents, including all subparts thereof, are attached to this Contract and are made a part of this Contract for all purposes:

- i). Exhibit A Pricing
- ii). Exhibit B Service Requirements

- iii). Exhibit C Telecommunications Service Order (TSO) Example
- iv). Exhibit D Certification Regarding Lobbying
- v). Exhibit E Individuals Authorized to Order Services

This Contract, all its Exhibits, Supplier's response (as clarified) to RFP #2009-05 and any prior non-disclosure agreement constitute the entire agreement between VITA and Supplier, and supersede any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. Any and all terms and conditions contained in, incorporated into, referenced by or provided with the Supplier's bid shall be deemed invalid. The provisions of the Virginia Department of General Services, Division of Purchases and Supply Vendor's Manual do not apply to this Contract. This Contract may only be amended by an instrument in writing signed by VITA and Supplier.

In the event of a conflict, the following order of precedence shall apply: this Contract document, Exhibit B, Exhibit A, Exhibit E, then any specific order. VITA and Supplier each acknowledge that it has had the opportunity to review this Contract and to obtain appropriate legal review if it so chose.

This Contract is effective as of the last date set forth below.

Supplier

VITA

By: Signatures On File  
(Signature)

By: Signatures On File  
(Signature)

Name: Jay M. Ellison  
(Print)

Name: James T. Roberts  
(Print)

Title: Vice President

Title: Director Finance & Administration

Date: April 6, 2009

Date: 5/20/09

Address for Notice:

Address for Notice:

8410 W. Bryn Mawr Rd.

VITA – Supply Chain Management

Suite 700

11751 Meadowville Ln.

Chicago, IL 60631

Chester, VA 23836

Attention: Vice President – Legal & Regulatory  
Affairs

Attention: Contract Administrator

**VITA - US Cellular Contract #VA-090320-USCC**  
**Exhibit A – Pricing**  
**Basic Voice Plan**

**RFP 2009-05 Pricing Submittal - Basic Voice Plan**

The Commonwealth seeks pricing for a "pay-as-you-go" rate plan consisting of a low monthly access fee per phone and a low per-minute usage rate, with no one-time initiation or termination fees.

The per-minute rate should be the same regardless of where in the 48 contiguous United States the call originates and terminates (i.e., no separate long distance, roaming or connection charges).

Indicate any feature(s) included for the basic monthly access fee (such as caller ID, voice mail, call forwarding, three-way calling, etc.).

List any and all additional fees that will apply to every unit (e.g., USF charges, etc.).

Provide monthly pricing for any additional optional "add-on" features that may be added to the phone for the additional fee indicated.

Provide pricing for any additional optional features that may be available on a per-call basis.

Supplier may expand the table to accommodate the full list of features proposed.

If Supplier has made any assumptions upon which the rates, charges or discounts are conditioned, they must be disclosed here.

Supplier must disclose any and all fees and charges that may apply under any conditions, clearly stating such conditions.

The first few rows of the table are populated with sample data.

Plan Name	Service Description	Unit Of Measure	Fee	Any other pricing factor (e.g., total volume, etc.)	Included Features	Assumptions/Restrictions
National Pay as you go	Monthly Access Fee	Per Month, Per Phone	\$8.00	None.	Voice Mail, Call Waiting, Call Forwarding, 3-Way Conference Calling, Caller ID	None.
National Pay as you go	Per Minute Use	Per Minute	\$0.08	None.	None.	Domestic call originates and terminates within the 48 contiguous United States.
National Pay as you go	Regulatory Cost Recovery Fee	Per Month, Per Phone	\$0.96	None.	None.	
National Pay as you go	Universal Service Fund (USF) Fee	Per Month, Per Phone	0.0423%	None.	None.	Pass-through of federal charge.
National Pay as you go	Incoming Text Messaging	Per Text Message	\$0.00	None.	None.	Domestic message originates and terminates within the 48 contiguous United States.
National Pay as you go	Incoming Picture Messaging	Per Picture Message	\$0.00	None.	None.	Domestic message originates and terminates within the 48 contiguous United States.
National Pay as you go	BlackBerry® Unlimited Domestic Data Add-on with Voice	Per Month, Per phone	\$32.95	None.	None.	must accompany a voice plan

**VITA - US Cellular Contract #VA-090320-USCC**  
**Exhibit A – Pricing**  
**Basic Voice Plan**

Plan Name	Service Description	Unit Of Measure	Fee	Any other pricing factor (e.g., total volume, etc.)	Included Features	Assumptions/Restrictions
National Pay as you go	Windows Mobile® Unlimited Domestic Data Add-on with Voice	Per Month, Per phone	\$19.95	None.	None.	must accompany a voice plan
National Pay as you go	Per Use Outgoing Text Messaging Add-on	Per Use	\$0.25	None.	None.	Domestic message originates and terminates within the 48 contiguous United States.
National Pay as you go	250 Outgoing Text Messaging Add-on	Per Month, Per Phone	\$4.95	Overage above plan is \$0.25 per message	None.	Domestic message originates and terminates within the 48 contiguous United States.
National Pay as you go	750 Outgoing Text Messaging Add-on	Per Month, Per Phone	\$9.95	Overage above plan is \$0.25 per message	None.	Domestic message originates and terminates within the 48 contiguous United States.
National Pay as you go	Unlimited Outgoing Text Messaging Add-on	Per Month, Per Phone	\$14.95	None.	None.	Domestic message originates and terminates within the 48 contiguous United States.
National Pay as you go	Per Use Outgoing Picture Messaging Add-on	Per Use	\$0.25		None.	Domestic message originates and terminates within the 48 contiguous United States. Must Accompany and EasyedgeSM Data Package
National Pay as you go	20 Outgoing Picture Messaging Add-on	Per Month, Per Phone	\$2.95	Overage above plan is \$0.25 per message	None.	Domestic message originates and terminates within the 48 contiguous United States. Must Accompany and EasyedgeSM Data Package
National Pay as you go	50 Outgoing Picture Messaging Add-on	Per Month, Per Phone	\$5.95	Overage above plan is \$0.25 per message	None.	Domestic message originates and terminates within the 48 contiguous United States. Must Accompany and EasyedgeSM Data Package
National Pay as you go	100 Outgoing Picture Messaging Add-on	Per Month, Per Phone	\$10.95	Overage above plan is \$0.25 per message	None.	Domestic message originates and terminates within the 48 contiguous United States. Must Accompany and EasyedgeSM Data Package
National Pay as you go	EasyedgeSM Pay Per Use	Per Use	0.01 per KB		None.	
National Pay as you go	EasyedgeSM Unlimited	Per Month, Per Phone	\$9.95	Overage above plan is \$0.01 per KB	None.	

**VITA - US Cellular Contract #VA-090320-USCC**  
**Exhibit A – Pricing**  
**Data Only Plan**

**RFP 2009-05 Pricing Submittal - Data Only Plan**

The Commonwealth seeks pricing for wireless data-only access.

The rate should be the same regardless of where in the 48 contiguous United States the call originates and terminates (i.e., no separate long distance, roaming or connection charges).

Indicate any feature(s) included for the basic monthly access fee.

List any and all additional fees that will apply to every unit (e.g., USF charges, etc.).

Provide monthly pricing for any additional optional "add-on" features that may be added to the unit for the additional fee indicated.

Provide pricing for any additional optional features that may be available.

Supplier may expand the table to accommodate the full list of features proposed.

If Supplier has made any assumptions upon which the rates, charges or discounts are conditioned, they must be disclosed here.

Supplier must disclose any and all fees and charges that may apply under any conditions, clearly stating such conditions.

The first few rows of the table are populated with sample data.

Plan Name	Service Description	Unit Of Measure	Fee	Any other pricing factor (e.g., total volume, etc.)	Included Features	Assumptions/Restrictions
State of Virginia Data Only	Windows Mobile® Unlimited Domestic Data Add-on without Voice	Per Month, Per phone	\$24.95	None.	None.	without a voice calling plan (data only device)
State of Virginia Data Only	BlackBerry® Unlimited Domestic Data Add-on without Voice	Per Month, Per phone	\$36.95	None.	None.	without a voice calling plan (data only device)
State of Virginia Data Only	EasyEdge Wireless Modem	Per Month, Per Card	\$48.00	None.	None.	5 Gig max
State of Virginia Data Only	Regulatory Cost Recovery Fee	Per Month, Per Phone	\$0.96	None.	None.	
State of Virginia Data Only	Universal Service Fund (USF) Fee	Per Month, Per Phone	0.0423%	None.	None.	Pass-through of federal charge.

**VITA - US Cellular Contract #VA-090320-USCC**  
**Exhibit A – Pricing**  
**Equipment and Accessories**

**RFP 2009-05 Pricing Submittal - Equipment and Accessories**

The Commonwealth seeks pricing for all equipment offered related to all services offered.

The Commonwealth suggests offering at least one (1) basic voice-only telephone with two-way speakerphone at no charge for the entire term of the contract.

In addition to any "no-charge" units offered, the Commonwealth is interested in an equipment pricing structure that streamlines the process of introducing new equipment and presenting equipment pricing to potential contract users. To that end the Commonwealth requests, and the example(s) below include(s), "percent off list" pricing that would be applied consistently to each manufacturer's equipment for the term of the contract.

The Commonwealth recognizes that there are benefits that may be achieved by "refreshing" equipment on a regular basis. Please propose an explicit refresh structure that results in the sharing of those benefits with the Commonwealth.

All equipment prices should include the cost of handling and shipping to any address in the Commonwealth of Virginia (i.e., the Commonwealth will not pay additional charges for standard ground shipping).

If additional shipping or handling charges apply to any new orders for equipment shipped to addresses within the Commonwealth of Virginia in an expedited manner, provide details below including the applicable delivery interval.

If shipping or handling charges apply to any equipment shipped to addresses outside the Commonwealth of Virginia, provide details below.

If additional shipping or handling charges apply to any new orders for equipment shipped to addresses outside the Commonwealth of Virginia in an expedited manner, provide details below including the applicable delivery interval(s).

Supplier must disclose any and all fees and charges that may apply under any conditions, clearly stating such conditions.

If Supplier has made any assumptions upon which the rates, charges or discounts are conditioned, they must be disclosed here.

The first few rows of the table are populated with sample data.

Manufacturer	Category	Model Number	Description	Delivery Lead Time (in days ARO)	List Price	Percentage Discount	Net Purchase Price Offered to Commonwealth	Net Refresh Credit Offered to Commonwealth	Refresh Cycle (months)
Samsung	Voice	U340	See Attachment 7 (seven): Device and Accessory Specifications	5	\$159.95	99.99%	\$0.01	\$159.94	18*
LG	Voice	UX300	See Attachment 7 (seven): Device and Accessory Specifications	5	\$159.95	93.78%	\$9.95	\$150.00	18*
LG	Voice	UX380	See Attachment 7 (seven): Device and Accessory Specifications	5	\$219.95	68.20%	\$69.95	\$150.00	18*
Motorola	Voice	W385	See Attachment 7 (seven): Device and Accessory Specifications	5	\$199.95	90.02%	\$19.95	\$180.00	18*
Motorola	Voice	VE20	See Attachment 7 (seven): Device and Accessory Specifications	5	\$229.95	56.53%	\$99.95	\$130.00	18*
HTC	Voice and Data	Touch	See Attachment 7 (seven): Device and Accessory Specifications	5	\$499.95	70.01%	\$149.95	\$350.00	18*
Motorola	Voice and Data	Q	See Attachment 7 (seven): Device and Accessory Specifications	5	\$399.95	75.01%	\$99.95	\$300.00	18*
BlackBerry®	Voice and Data	Pearl	See Attachment 7 (seven): Device and Accessory Specifications	5	\$499.95	84.01%	\$79.95	\$420.00	18*
BlackBerry®	Voice and Data	8330 Curve	See Attachment 7 (seven): Device and Accessory Specifications	5	\$499.95	80.01%	\$99.95	\$400.00	18*
UT Starcom	Data Only	UM175	See Attachment 7 (seven): Device and Accessory Specifications	5	\$279.95	99.99%	\$0.01	\$279.94	18*
Per Model	Accessory	Per Model	Automotive Adaptor	5	\$19.95	20%	\$15.96	\$15.96	0
Per Model	Accessory	Per Model	Leather Case	5	\$14.95	20%	\$11.96	\$11.96	0
Per Model	Accessory	Per Model	Extended Battery (Not Available for all phones)	5	\$49.95	20%	\$39.96	\$39.96	0
Plantronics	Accessory	SCP Explorer 220	Bluetooth Earpiece	5	\$39.95	20%	\$31.96	\$31.96	0

Manufacture and Model are subject to change without notice. U.S. Cellular® will introduce handsets that meet or exceed the specifications requested above  
\*Any device replaced prior to the 18 month refresh for any reason will be charged List Pricing

**VITA - US Cellular Contract #VA-090320-USCC**  
**Exhibit A – Pricing**  
**Software Licenses & Support**

**RFP 2009-05 Pricing Submittal - Software Licenses & Support**

In the table below, identify and price every software product required to adequately support the Solution proposed.

The scope of use for each License Type is as defined in RFP Section 8 and is to be used in formulating Supplier pricing.

Annual Software Support and Maintenance cost is expected to be given as a percent of the fee actually paid for each license, valid for at least five (5) years after

Software Support and Maintenance includes helpdesk, bug fix and all new releases and upgrades issued by OEM (software publisher).

If Supplier has made any assumptions upon which the rates, charges or discounts are conditioned, they must be disclosed here.

Supplier must disclose any and all fees and charges that may apply under any conditions, clearly stating such conditions.

Supplier may expand the table to accommodate the full catalog of software proposed.

The first few rows of the table are populated with sample data.

Software	Product	Version	Publisher/OEM	License Term (Perpetual, Periodic, Annual, Monthly, etc.)	License Type (User, Server, Concurrent Use, Site, Enterprise Wide)	Unit Of Measure by License Type	Quantity	List Price	Discount off list (%)	Any other pricing factor (e.g. order size, annual spend, etc.)	Net Price After All Discounts	Annual Software Support and Maintenance Cost (% of discounted License Price)	Assumptions	Restrictions
BlackBerry®	BlackBerry Enterprise Server 4.0 for Microsoft Exchange	4.0	BlackBerry®	One Time	Enterprise Wide	1	1	\$2,995.95	0.0%	None	\$ 2,995.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Server 4.0 for Microsoft Exchange	4.0	BlackBerry®	One Time	Enterprise Wide	20	1	\$3,995.95	0.0%	None	\$ 3,995.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Server 4.0 for IBM Lotus Domino	4.0	BlackBerry®	One Time	Enterprise Wide	1	1	\$2,995.95	0.0%	None	\$ 2,995.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Server 4.0 for IBM Lotus Domino	4.0	BlackBerry®	One Time	Enterprise Wide	20	1	\$3,995.95	0.0%	None	\$ 3,995.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Server 4.0 for Novell GroupWise	4.0	BlackBerry®	One Time	Enterprise Wide	1	1	\$ 2,995.95	0.0%	None	\$ 2,995.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Server 4.0 for Novell GroupWise	4.0	BlackBerry®	One Time	Enterprise Wide	20	1	\$ 2,995.95	0.0%	None	\$ 2,995.95	None	Applicable taxing is not included	

VITA - US Cellular Contract #VA-090320-USCC

Exhibit A – Pricing

Software Licenses & Support

Software	Product	Version	Publisher/OEM	License Term (Perpetual, Periodic, Annual, Monthly, etc.)	License Type (User, Server, Concurrent Use, Site, Enterprise Wide)	Unit Of Measure by License Type	Quantity	List Price	Discount off list (%)	Any other pricing factor (e.g. order size, annual spend, etc.)	Net Price After All Discounts	Annual Software Support and Maintenance Cost (% of discounted License Price)	Assumptions	Restrictions
BlackBerry®	BlackBerry Enterprise Server CAL	4.0	BlackBerry®	One Time	Enterprise Wide	1	1	\$ 99.95	0.0%	None	\$ 99.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Server CAL	4.0	BlackBerry®	One Time	Enterprise Wide	5	1	\$ 429.95	0.0%	None	\$ 99.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Server CAL	4.0	BlackBerry®	One Time	Enterprise Wide	10	1	\$ 699.95	0.0%	None	\$ 699.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Server CAL	4.0	BlackBerry®	One Time	Enterprise Wide	50	1	\$ 3,299.95	0.0%	None	\$ 3,299.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Server CAL	4.0	BlackBerry®	One Time	Enterprise Wide	100	1	\$ 5,999.95	0.0%	None	\$ 5,999.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Server CAL	4.0	BlackBerry®	One Time	Enterprise Wide	500	1	\$ 27,499.95	0.0%	None	\$ 27,499.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Solution T-Support Tx2 Per Server Fee	4.0	BlackBerry®	Annual	Per Server	1	1	\$ 629.95	0.0%	None	\$ 629.95	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Solution T-Support Tx2 Per Device Fee	4.0	BlackBerry®	Annual	Per Device up to 99	1	1	\$ 25.00	0.0%	None	\$ 25.00	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Solution T-Support Tx2 Per Device Fee	4.0	BlackBerry®	Annual	Per Device 100-499	1	1	\$ 22.50	0.0%	None	\$ 22.50	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Solution T-Support Tx2 Per Device Fee	4.0	BlackBerry®	Annual	Per Device 500-999	1	1	\$ 20.00	0.0%	None	\$ 20.00	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Solution T-Support Tx2 Per Device Fee	4.0	BlackBerry®	Annual	Per Device 1000-4999	1	1	\$ 17.50	0.0%	None	\$ 17.50	None	Applicable taxing is not included	
BlackBerry®	BlackBerry Enterprise Solution T-Support Tx2 Per Device Fee	4.0	BlackBerry®	Annual	Per Device 5000-9999	1	1	\$ 15.00	0.0%	None	\$ 15.00	None	Applicable taxing is not included	

VITA - US Cellular Contract #VA-090320-USCC

Exhibit A – Pricing

Software Licenses & Support

Software	Product	Version	Publisher/OEM	License Term (Perpetual, Periodic, Annual, Monthly, etc.)	License Type (User, Server, Concurrent Use, Site, Enterprise Wide)	Unit Of Measure by License Type	Quantity	List Price	Discount off list (%)	Any other pricing factor (e.g. order size, annual spend, etc.)	Net Price After All Discounts	Annual Software Support and Maintenance Cost (% of discounted License Price)	Assumptions	Restrictions
BlackBerry®	BlackBerry Enterprise Solution T-Support Tx2 Per Device Fee	4.0	BlackBerry®	Annual	Per Device 10000 +	1	1	\$ 12.50	0.0%	None	\$ 12.50	None	Applicable taxing is not included	

**VITA - US Cellular Contract #VA-090320-USCC**  
**Exhibit A – Pricing**  
**Value Adds**

**RFP 2009-05 Pricing Submittal - Value Adds**

If Supplier has proposed any "Value Adds" (Table I in Section 5 of the RFP) for which there are charges or fees, provide that data in this worksheet.

**This pricing data is in addition to, and not in lieu of, the pricing data requested pursuant to the other worksheets in this workbook.**

Option Pricing Schedule

**Upon award U.S. Cellular® has approved a 15% discount for all State of Virginia Employees. Certain restrictions apply.**

**VITA - US Cellular Contract #VA-090320-USCC**  
**Exhibit A – Pricing**  
**Supplier Option**

**RFP 2009-05 Pricing Submittal - Supplier Option**

If Supplier has any additional pricing model(s) that it wants to submit, provide that data in this worksheet.

This pricing data is in addition to, and not in lieu of, the pricing data requested pursuant to the other worksheets in this workbook.

Plan Name	Service Description	Unit Of Measure	Fee	Any other pricing factor (e.g., total volume, etc.)	Included Features	Assumptions/Restrictions	Overage	Roaming	Night/Weekend Schedule
Wide Area	Wide Area 300	Per Month, Per Phone	\$24.59	Choose 1 additional feature at no cost. Additional features listed below	300 Minutes, per phone Voice Mail, Call Waiting, Call Forwarding, 3-Way Conference Calling, Caller ID	Based on U.S. Cellular® Wide Area Calling. Plans can be aggregated or stand alone. Aggregation per billing Account Number. Additional restrictions may apply. Overage and Roaming rates Apply	0.39	0.39	9 PM - 7 AM
Wide Area	Wide Area 700	Per Month, Per Phone	\$32.79	Choose 2 additional feature at no cost. Additional features listed below	700 Minutes, per phone Voice Mail, Call Waiting, Call Forwarding, 3-Way Conference Calling, Caller ID	Based on U.S. Cellular® Wide Area Calling. Plans can be aggregated or stand alone. Aggregation per billing Account Number. Additional restrictions may apply. Overage and Roaming rates Apply	0.39	0.39	9 PM - 7 AM
Wide Area	Wide Area 1000	Per Month, Per Phone	\$40.99	Choose 2 additional feature at no cost. Additional features listed below	1000 Minutes, per phone Voice Mail, Call Waiting, Call Forwarding, 3-Way Conference Calling, Caller ID	Based on U.S. Cellular® Wide Area Calling. Plans can be aggregated or stand alone. Aggregation per billing Account Number. Additional restrictions may apply. Overage and Roaming rates Apply	0.39	0.39	7 PM - 7 AM
Wide Area	Wide Area 1650	Per Month, Per Phone	\$61.49	Choose 2 additional feature at no cost. Additional features listed below	1650 Minutes, per phone Voice Mail, Call Waiting, Call Forwarding, 3-Way Conference Calling, Caller ID	Based on U.S. Cellular® Wide Area Calling. Plans can be aggregated or stand alone. Aggregation per billing Account Number. Additional restrictions may apply. Overage and Roaming rates Apply	0.25	0.39	7 PM - 7 AM
Wide Area	Wide Area 2200	Per Month, Per Phone	\$81.99	Choose 2 additional feature at no cost. Additional features listed below	2200 Minutes, per phone Voice Mail, Call Waiting, Call Forwarding, 3-Way Conference Calling, Caller ID	Based on U.S. Cellular® Wide Area Calling. Plans can be aggregated or stand alone. Aggregation per billing Account Number. Additional restrictions may apply. Overage and Roaming rates Apply	0.25	0.39	7 PM - 7 AM
National	National 450	Per Month, Per Phone	\$32.79	Choose 2 additional feature at no cost. Additional features listed below	450 Minutes, per phone Voice Mail, Call Waiting, Call Forwarding, 3-Way Conference Calling, Caller ID	Based on U.S. Cellular® National Calling. Plans can be aggregated or stand alone. Aggregation per billing Account Number. Additional restrictions may apply. Overage rates Apply	0.49	0	9 PM - 7 AM

**VITA - US Cellular Contract #VA-090320-USCC**  
**Exhibit A – Pricing**  
**Supplier Option**

Plan Name	Service Description	Unit Of Measure	Fee	Any other pricing factor (e.g., total volume, etc.)	Included Features	Assumptions/Restrictions	Overage	Roaming	Night/Weekend Schedule
National	National 650	Per Month, Per Phone	\$40.99	Choose 2 additional feature at no cost. Additional features listed below	650 Minutes, per phone Voice Mail, Call Waiting, Call Forwarding, 3-Way Conference Calling, Caller ID	Based on U.S. Cellular® National Calling. Plans can be aggregated or stand alone. Aggregation per billing Account Number. Additional restrictions may apply. Overage rates Apply	0.49	0	7 PM - 7 AM
National	National 900	Per Month, Per Phone	\$49.19	Choose 2 additional feature at no cost. Additional features listed below	900 Minutes, per phone Voice Mail, Call Waiting, Call Forwarding, 3-Way Conference Calling, Caller ID	Based on U.S. Cellular® National Calling. Plans can be aggregated or stand alone. Aggregation per billing Account Number. Additional restrictions may apply. Overage rates Apply	0.25	0	7 PM - 7 AM
National	National 1350	Per Month, Per Phone	\$65.59	Choose 2 additional feature at no cost. Additional features listed below	1350 Minutes, per phone Voice Mail, Call Waiting, Call Forwarding, 3-Way Conference Calling, Caller ID	Based on U.S. Cellular® National Calling. Plans can be aggregated or stand alone. Aggregation per billing Account Number. Additional restrictions may apply. Overage rates Apply	0.25	0	7 PM - 7 AM
National	National 250	Per Month, Per Phone	\$25.00	None.	250 Minutes, per phone Voice Mail, Call Waiting, Call Forwarding, 3-Way Conference Calling, Caller ID	Based on U.S. Cellular® National Calling. Plans can be aggregated or stand alone. Aggregation per billing Account Number. Additional restrictions may apply. Overage rates Apply	0.49	0	None
Incoming Text Messaging	Incoming Text Messaging	Per Text Message	\$0.00	None.	None.	Domestic message originates and terminates within the 48 contiguous United States.			
Incoming Picture Messaging	Incoming Picture Messaging	Per Picture Message	\$0.00	None.	None.	Domestic message originates and terminates within the 48 contiguous United States.			
BlackBerry®	BlackBerry® Unlimited Domestic Data Add-on with Voice	Per Month, Per phone	\$32.95	None.	None.	must accompany a voice plan			
Windows Mobile®	Windows Mobile® Unlimited Domestic Data Add-on with Voice	Per Month, Per phone	\$19.95	None.	None.	must accompany a voice plan			
Outgoing Text Messaging	Per Use Outgoing Text Messaging Add-on	Per Use	\$0.25	None.	None.	Domestic message originates and terminates within the 48 contiguous United States.			
Outgoing Text Messaging	250 Outgoing Text Messaging Add-on	Per Month, Per Phone	\$4.95	Overage above plan is \$0.25 per message	None.	Domestic message originates and terminates within the 48 contiguous United States.			
Outgoing Text Messaging	750 Outgoing Text Messaging Add-on	Per Month, Per Phone	\$9.95	Overage above plan is \$0.25 per message	None.	Domestic message originates and terminates within the 48 contiguous United States.			
Outgoing Text Messaging	Unlimited Outgoing Text Messaging Add-on	Per Month, Per Phone	\$14.95	None.	None.	Domestic message originates and terminates within the 48 contiguous United States.			

**VITA - US Cellular Contract #VA-090320-USCC**  
**Exhibit A – Pricing**  
**Supplier Option**

Plan Name	Service Description	Unit Of Measure	Fee	Any other pricing factor (e.g., total volume, etc.)	Included Features	Assumptions/Restrictions	Overage	Roaming	Night/Weekend Schedule
Outgoing Picture Messaging	Per Use Outgoing Picture Messaging Add-on	Per Use	\$0.25		None.	Domestic message originates and terminates within the 48 contiguous United States. Must Accompany and EasyedgeSM Data Package			
Outgoing Picture Messaging	20 Outgoing Picture Messaging Add-on	Per Month, Per Phone	\$2.95	Overage above plan is \$0.25 per message	None.	Domestic message originates and terminates within the 48 contiguous United States. Must Accompany and EasyedgeSM Data Package			
Outgoing Picture Messaging	50 Outgoing Picture Messaging Add-on	Per Month, Per Phone	\$5.95	Overage above plan is \$0.25 per message	None.	Domestic message originates and terminates within the 48 contiguous United States. Must Accompany and EasyedgeSM Data Package			
Outgoing Picture Messaging	100 Outgoing Picture Messaging Add-on	Per Month, Per Phone	\$10.95	Overage above plan is \$0.25 per message	None.	Domestic message originates and terminates within the 48 contiguous United States. Must Accompany and EasyedgeSM Data Package			
EasyEdge	EasyedgeSM Pay Per Use	Per Use	\$0.01 per KB		None.				
EasyEdge	EasyedgeSM Unlimited	Per Month, Per Phone	\$9.95	Overage above plan is \$0.01 per KB	None.				
Additional Fees	Regulatory Cost Recovery Fee	Per Month, Per Phone	\$0.96	None.	None.				
Additional Fees	Universal Service Fund (USF) Fee	Per Month, Per Phone	0.0423%	None.	None.	Pass-through of federal charge.			
Additional Feature	Unlimited CALL ME Minutes	Per Month, Per Phone	\$6.00 Wide Area / \$8.00 National	Can be included at no charge on Choose 1 or choose 2 options above. Not available on pay per use or National 250	Incoming Calls	All Incoming Calls at no Charge			
Additional Feature	Unlimited Mobile-to-Mobile Minutes	Per Month, Per Phone	\$6.00 Wide Area / \$6.00 National	Can be included at no charge on Choose 1 or choose 2 options above. Not available on pay per use or National 250	Mobile to Mobile Calls	All Mobile to Mobile Calls at no Charge (Within U.S. Cellular® owned and operated network only)			
Additional Feature	Unlimited Nights and Weekend Minutes	Per Month, Per Phone	\$6.00 Wide Area / \$8.00 National	Can be included at no charge on Choose 1 or choose 2 options above. Not available on pay per use or National 250	Night and Weekend calls	All Nights and Weekend Calls at no Charge			

Supplier shall measure and bill Service usage in one-minute increments, and each partial minute of usage will be rounded up and billed as a full minute. Supplier may bill VITA or Subscriber for calls that are not completed but ring longer than 59 seconds. For completed calls, VITA or Subscriber will be billed from the time Subscriber pushes the “send” button until the call is terminated.

“Application Charges” means the charges incurred for all monthly subscription fees and “per use” fees for data applications.

“Data Network Usage Charges” means the charges for transferring data (e.g., downloading applications, accessing the Internet, etc.) rendered in units of kilobytes or megabytes. Each partial kilobyte of data transferred will be rounded up and billed as a full kilobyte.

## EXHIBIT B – SERVICE REQUIREMENTS

### A. Service Commencement Date

The Supplier shall begin delivery of Services on the date requested by VITA or the USF Subscriber and agreed to by the Supplier in an order. VITA or a USF Subscriber may delay the Service commencement date by notifying the Supplier at least three (3) days before the scheduled Service commencement date.

VITA requires that Supplier provide delivery equal to or better than that provided its commercial and retail customers. Failure to comply with this provision may be considered grounds for termination of this Contract.

### B. Acceptance

Service(s) or Product(s) shall be deemed accepted when VITA or the Subscriber determines that the Services or Product(s) ordered meet the requirements or written criteria set forth herein, the manufacturer's specifications and/or the applicable order. VITA or the Subscriber shall commence Acceptance testing within a reasonable time period after commencement of the Service or delivery of the Product or within such longer time period mutually agreed upon by the Parties to the order. VITA or the Subscriber shall have seventy-two (72) hours, or such longer period as may be agreed upon between Supplier and VITA or the Subscriber in an order, from completion of Services to evaluate and accept the Services ("Evaluation Period"), provided that VITA or the Subscriber, in its sole discretion, may accept the same prior to expiration of the Evaluation Period. If the Supplier's a Service or Product fail to meet the specifications or requirements of the Contract or the applicable order, or those required by the Supplier's own technical documentation, then VITA or the Subscriber may require the Supplier to re-perform such Service, or repair or replace such Product.

Acceptance shall be effective for the purpose of making payment for Services or Products, as applicable, provided, however, Acceptance by VITA or Subscriber following the evaluation period shall not be conclusive that the Services conform in all respects to the specifications and requirements of the Contract or the applicable order. In the event that nonconformance therewith is discovered by VITA or Subscriber after Acceptance, whether due to a latent defect or otherwise, the Supplier shall take whatever action is necessary, including but not limited to re-performance of Services, to conform the Services to the specifications and requirements of the Contract or the applicable order. The Supplier's failure to do so shall constitute a default on the Contract or the applicable order for which VITA or Subscriber may exercise the remedies provided in the section of the Contract entitled "Termination for Breach or Default," in addition to and not in lieu of any other remedies available at law or in equity.

### C. Cure Period

Supplier shall correct the non-conformities identified hereunder and shall thereafter commence re-performance of Services, within five (5) days of written notice of non-conformance by VITA or the Subscriber, or as otherwise agreed between VITA and Supplier or Subscriber and Supplier. In the event that Supplier fails to deliver a Service which meets the Requirements, VITA or the Subscriber may, in its sole discretion: (i) reject the Service in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial Acceptance" of the Service with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Service while reserving its right to revoke Acceptance if timely correction is not forthcoming. Rejection will terminate the individual order issued under this Contract, and at the sole option of VITA, the Contract. Notwithstanding the foregoing, VITA or the Subscriber shall be entitled to pursue any other remedies that are available to it under this Contract and at law or in equity.

### D. Response

Throughout the Contract term, including any extensions thereto, Supplier shall respond to reports of interruption of Service and acknowledge all requests for restoration of Service with a status report within one (1) hour after notification by VITA or a Subscriber that a Service or Product failure has occurred. Supplier shall include in its status report a description of the failure and the estimated time to repair/restore Services. Updates shall be provided every two hours until resolution.

**E. Product Replacement**

In the event that a replacement Product is required for Subscriber to continue to use a Service, Supplier shall deliver such replacement to Subscriber within 24 business hours of the determination that replacement equipment is required.

**F. Service Levels and Remedies**

Supplier shall provide a Single Point of Contact (SPOC) for the reporting of service problems encountered by VITA or Subscriber while using the Services. Supplier shall provide a local SPOC representatives for the reporting of Service and Product problems during normal business hours (8:00 a.m. to 5:00 p.m. Eastern time, Monday-Friday, excluding state holidays). As an alternate and during non-business hours, the SPOC shall provide representatives available twenty-four (24) hours per day, seven (7) days a week, including weekends and holidays, via a toll free telephone number.

VITA shall be rebated, or credited, a prorated hourly portion of the applicable monthly service charges for each occurrence during which VITA or a Subscriber is denied use of the Service due to Service failures and disruptions for four (4) or more hours during any single twenty-four (24) hour period. The rebate shall apply to the initial four (4) hours and all additional hours, or portions thereof, during which VITA or the public body which is the recipient of Supplier's Services is denied access to the Service.

In addition, VITA or USF Subscriber shall be rebated, or credited, a prorated hourly portion of the applicable monthly service charges for each occurrence during which VITA or Subscriber which is the recipient of Supplier's Services is denied use of the Service for eight (8) hours or more during any consecutive thirty (30) day period. The rebate shall apply to the initial eight (8) hours and all additional hours, or portions thereof, during which VITA or the public body which is the recipient of Supplier's Services is denied access to the Service.

Credits and rebates are remedies available to VITA and USF Subscribers in addition to, and not in lieu of, any other remedies available pursuant to this Contract or at law or in equity.

**G. Provision of Service**

Supplier shall provide and VITA, or any public body including USF Subscriber shall purchase Service and Product pursuant to the terms and conditions set forth in this Contract. Service is available to Product only when such Product is within the operating range of Service as set forth in Suppliers' standard coverage maps. The standard coverage maps as of the Effective Date are attached hereto. Such maps may be updated periodically by Supplier. Service is furnished for VITA or any public body or USF Subscriber's use only. VITA or any public body or Subscriber may not resell Service to third parties. VITA or any public body or Subscriber may not use the Service for any unlawful, improper, harassing or abusive purposes or in a manner that interferes with Supplier's network, business operations, employees or customers.

VITA or any public body including USF Subscriber's use of the data services portion of Service (currently known as easyedge<sup>sm</sup> Phone Service), specifically excluding any BlackBerry products or services, shall be governed by this Contract and the Wireless Data (powered by BREW) End User License Agreement attached hereto. VITA or any public body including USF Subscriber's use of any BlackBerry portion of the Service shall be governed by this Agreement and the applicable RIM License(s). For purposes of this Contract, "RIM License(s)" means the then current standard software license(s), in whatever form or medium provided by Research In Motion Corporation, a Delaware corporation and/or Research In Motion Limited, an Ontario corporation (individually and collectively, "RIM"), in conjunction with the "BlackBerry" wireless handset device and related services, including but not limited to the BlackBerry Enterprise Server ("BES") Software License and BlackBerry End User/Software License Agreements provided with the BES software and BlackBerry Wireless handset devices, respectively, or as may be negotiated between VITA and RIM. A current set of versions of RIM Licenses can be found at <http://www.rim.com/legal/index.shtml>. As a condition to receiving any BlackBerry portion of the Service, VITA or any public body including USF Subscriber shall enter into, and at all times during the Initial Term and any Renewal Term maintain in place and comply with the terms of, the RIM Licenses needed to receive the BlackBerry portion of the Service. In the event of a material adverse revision to the RIM Licenses, VITA shall have the option to:

- a. request that the revision be rescinded;
- b. request that the revision be waived as to VITA or other public bodies receiving Services under this Agreement;

If Supplier or RIM fails to grant a request by VITA per a. or b. above, within 30 days of receiving the request, then VITA may, at its option, terminate any or all orders affected by such license revisions, without termination liability.

VITA or any public body including Subscriber shall be solely responsible for the selection, implementation, and performance of any third party equipment, software and telecommunication equipment and services (including, without limitation, Internet email connectivity) used in connection with the BlackBerry portion of the Service. VITA or any public body including Subscriber shall be responsible for insuring that the computer equipment and email system used by VITA or any public body including Subscriber in connection with the BlackBerry portion of the Service meets USCC's and RIM's minimum standards for interoperability including, without limitation, those with respect to memory requirements, processing speed, the choice of email server and client software, and the use of dedicated Internet access for accessing Internet email. Subscriber 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. VITA or any public body or USF Subscriber may not use the service for any unlawful, improper, harassing or abusive purpose or in such a way that interferes with Supplier's network, business operations, employees or customers.

VITA and Subscriber acknowledge 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 Supplier or its agents are not guarantees. VITA and Subscriber also acknowledge that the BlackBerry portion of the Service may be interrupted or unavailable due to the failure of third party suppliers or the termination of one of more third party supplier relationships including, without limitation, that with RIM.

**If any Equipment is lost, stolen or otherwise absent from Subscriber's possession and control, subscriber is responsible for all charges until subscriber reports the loss, theft, or other occurrence to supplier. supplier may require subscriber to provide supplier 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.**

## **H. END USER LICENSE AGREEMENT**

U.S. Cellular Wireless Data (powered by BREW™) End User License Agreement

1. Limited License. The developer of the Application ("Developer") hereby grants to you a non-exclusive limited license to install the object code version of the Application on one wireless communication device and to use the Application on such device. All rights not expressly granted are reserved by the Developer. The term "Application" includes any software that is provided to you at the same time the Application is provided to you, or that is used in connection with the Application.

2. Restrictions. You agree not to reproduce, modify or distribute the Application or other software included in your wireless device ("Other Software"). Subject to applicable law, you agree not to decompile or reverse engineer the Application or the Other Software. You agree not to (i) remove any copyright or other proprietary notice from the Application or the Other Software, or (ii) sublicense or transfer the Application or the Other Software to a third party.

3. Ownership. You agree that the Developer and its licensors retain all right, title and interest in and to the Application and all copies of the Application, including all copyrights therein. You agree to erase an Application from your wireless device upon receipt of notice.

4. Termination. This Agreement shall terminate immediately, without notice, if you fail to comply with any material term of this Agreement. Upon termination you agree to immediately erase the Application from your wireless device.

5. Disclaimer of Warranty. THE APPLICATION IS LICENSED TO YOU “AS IS.” DEVELOPER AND ITS LICENSORS DISCLAIM ANY AND ALL WARRANTIES REGARDING THE APPLICATION, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DEVELOPER DOES NOT WARRANT THAT THE OPERATION OF THE APPLICATION WILL BE UNINTERRUPTED OR ERROR FREE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY OR MAY BE LIMITED.

6. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE DEVELOPER OR ITS LICENSORS BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF THE USE OF THE APPLICATION (INCLUDING BUT NOT LIMITED TO LOST DATA OR LOST PROFITS), EVEN IF THE DEVELOPER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE DEVELOPER’S LIABILITY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY, EXCEED THE FEE PAID BY YOU. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY OR MAY BE LIMITED.

7. Export. The Application is subject to the export control laws and regulations of the United States and other jurisdictions. You agree to comply with all such laws and regulations.

8. Government. If you are or are acting on behalf of an agency or instrumentality of the United States Government, the Application is “commercial computer software” developed exclusively at private expense. Pursuant to FAR 12.212 or DFARS 227 7202 and their successors, as applicable, use, reproduction and disclosure of the Application is governed by the terms of this Agreement.

9. Miscellaneous. This Agreement is governed by the laws of the State of California, USA, without regard to California’s conflict of law principles. The United Nations Convention on Contracts for the Sale of International Goods does not apply to this Agreement. If any provision hereof is held illegal, invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the legality, validity and enforceability of all other provisions of this Agreement shall not be affected thereby. This Agreement constitutes the entire agreement between you and the Developer regarding its subject matter and supersedes any prior agreement, whether written or oral, relating to the subject matter of this Agreement. No modification or alteration of this Agreement will be valid except in writing signed by you and the Developer.



## EXHIBIT D – CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- i). No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- ii). If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii). The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: Signature On File

Printed Name: Jay Ellison, Vice President

Organization: United States Cellular Operating Company, LLC

Date: April 6, 2009

## **EXHIBIT E – INDIVIDUALS AUTHORIZED TO ORDER SERVICES**

Margaret Moran

Pamela Wood-Henry

Linda Brown