

GUNDERSON, PALMER, GOODSSELL & NELSON, LLP

ATTORNEYS AT LAW

J. CRISMAN PALMER
G. VERNE GOODSSELL
JAMES S. NELSON
DANIEL E. ASHMORE
TERENCE R. QUINN
DONALD P. KNUDSEN
PATRICK G. GOETZINGER
TALBOT J. WIECZOREK
MARK J. CONNOT
JENNIFER K. TRUCANO
MARTY J. JACKLEY

ASSURANT BUILDING
440 MT. RUSHMORE ROAD
POST OFFICE BOX 8045
RAPID CITY, SOUTH DAKOTA 57709-8045
TELEPHONE (605) 342-1078 • FAX (605) 342-0480
www.gundersonpalmer.com

ATTORNEYS LICENSED TO PRACTICE IN
SOUTH DAKOTA, NORTH DAKOTA, NEBRASKA
COLORADO, MONTANA, WYOMING & MINNESOTA

DAVID E. LUST
THOMAS E. SIMMONS
TERRI LEE WILLIAMS
PAMELA SNYDER-VARNS
SARA FRANKENSTEIN
AMY K. SCHULDT
JASON M. SMILEY
SHANE C. PENFIELD

WYNN A. GUNDERSON
Of Counsel

July 29, 2005

VIA EMAIL and NEXT DAY DELIVERY

Pamela Bonrud
Executive Director
SD Public Utilities Commission
500 E Capitol Avenue
Pierre SD 57501

RECEIVED

AUG 01 2005

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Ed
~~EX~~ Received JUL 29 2005

RE: RCC Minnesota, Inc. and Wireless Alliance, L.L.C., d/b/a Unicel for Designation
as an ETC - Docket TC 03-193 GPGN File No. 7401.040099

Dear Ms. Bonrud:

Pursuant to the Order designating RCC Minnesota, Inc. and Wireless Alliance, LLC, d/b/a Unicel as ETCs, Findings of Fact number 71, subparts (1), (2) and (3), I enclose the necessary documentation to meet those conditions. I have enclosed an original plus ten copies. In addition to the enclosed copies, I have emailed the letter and the exhibits to you, Staff, Commission counsel and counsel for Intervenors.

The initial drafts of these documents were provided by letter of June 30, 2005 to the Staff. Staff made various recommendations to the exhibits. All recommendations were incorporated into the documents by RCC Minnesota, Inc. and Wireless Alliance, L.L.C. Because some of the revisions requested by Staff required changes of advertisement materials, with this filing the original advertising material is enclosed with a second page noting the changes that will be made.

In satisfaction of Findings of Fact number 71, subparts (2) and (3), Exhibit A is a Service Agreement used by both companies. The service agreement is the same for both companies. With the service agreement for both companies, an Addendum will be attached for South Dakota contracts noting that any disputes or claims arising under the service agreement may be subject to the South Dakota Public Utilities Commission's jurisdiction. The addendum, page two of Exhibit A, will also provide a notice that financial assistance may be available under federal Lifeline & Link-up programs. Use of the addendum will be temporary as both companies are switching to an electronic version of the service agreement that will be specific for each state.

GUNDERSON, PALMER, GOODSSELL & NELSON, LLP

Pamela Bonrud

July 29, 2005

Page 3

If there is something additional needed to comply with Findings of Fact number 71, conditions one through three, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read 'Talbot J. Wiczorek', with a long horizontal flourish extending to the right.

Talbot J. Wiczorek

TJW:klw

Enclosures

c: Clients
Rolayne Wiest
Harlan Best
John Smith
James Cremer
Richard Coit
Darla Rogers

SERVICE AGREEMENT

UNICEL

A service of Rural Cellular Corporation



Activation Date:		Customer Service: (800) 450-2000, or 611 from wireless phone		
___ New Service ___ Renewal ___ Additional Line (BAN # _____)		MSISDN: () _____ - _____		
___ Change of Responsibility Signature _____ <small>approval for change of responsibility</small>				
BILL TO THIS ADDRESS		START OF SERVICE FEES		
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> BUSINESS		ACTIVATION/MEMBERSHIP FEE \$ _____		
SUBSCRIBER NAME FIRST INITIAL LAST		SECURITY DEPOSIT (Paid in advance) \$ _____		
COMPANY NAME (IF APPLICABLE)		CREDIT AUTHORIZATION# _____		
FEDERAL TAX ID# (IF APPLICABLE)		EQUIPMENT INFORMATION		
BILLING ADDRESS (P.O. BOX)		PHONE IME/ESN	MODEL/MANUFACTURER	
CITY/STATE	COUNTY	ZIP CODE	SIM CARD ICCID	
PHYSICAL ADDRESS		\$		
CITY/STATE	COUNTY	ZIP CODE	SERVICE PLAN INFORMATION	
HOME PHONE ()	SSN		DATE OF BIRTH	PLAN NAME
DRIVERS LICENSE #	STATE	EXP	CONTRACT TERM	MONTHLY ACCESS FEE
EMPLOYER	WORK PHONE ()		BILLING CYCLE Beg / / End / /	
USER NAME	INDIVIDUALS AUTHORIZED TO CHANGE ACCOUNT		PRO-RATED MINUTES	
EMAIL	AGENT CODE		AGENT NAME	
SALES PERSON	AGENT PHONE ()		FEATURES	
* = Unicel Home Service Area				
<input type="checkbox"/> Handset Insurance	\$ _____	<input type="checkbox"/> _____	\$ _____	
<input type="checkbox"/> Rescue Link	\$ _____	<input type="checkbox"/> _____	\$ _____	
<input type="checkbox"/> Voice Mail	\$ _____	<input checked="" type="checkbox"/> _____	\$ _____	
<input type="checkbox"/> Off Peak Rollback	\$ _____	<input type="checkbox"/> _____	\$ _____	
<input type="checkbox"/> UText 200	\$ _____	<input type="checkbox"/> _____	\$ _____	
<input type="checkbox"/> UText 500	\$ _____	<input type="checkbox"/> _____	\$ _____	
<input type="checkbox"/> UText 1000	\$ _____	<input type="checkbox"/> _____	\$ _____	
<input type="checkbox"/> UText Unlimited	\$ _____	<input type="checkbox"/> _____	\$ _____	
<input checked="" type="checkbox"/> Pictures2Go Unlimited	\$ _____	<input type="checkbox"/> _____	\$ _____	
<input type="checkbox"/> Mobile Web Unlimited	\$ _____	<input type="checkbox"/> _____	\$ _____	
INSTRUCTIONS / PROMOTIONS				

BY YOUR SIGNATURE: (1) YOU CONFIRM THAT YOU HAVE READ AND AGREE TO ALL OF THE PROVISIONS OF THIS AGREEMENT PRINTED ON THE FRONT AND BACK OF THIS PAGE, (2) YOU AUTHORIZE FAXING YOUR SIGNATURE ON THIS PAGE TO DEMONSTRATE YOUR CONSENT TO CHECKING YOUR CREDIT HISTORY, (3) IF YOU ARE SIGNING ON BEHALF OF A CORPORATION OR OTHER ENTITY, YOU GIVE YOUR ASSURANCE THAT YOU HAVE AUTHORITY TO SIGN, AND IF YOU LACK THE AUTHORITY, THAT YOU WILL BE PERSONALLY RESPONSIBLE FOR ALL AMOUNTS DUE UNDER THIS AGREEMENT, AND (4) IF YOU ARE SIGNING ON BEHALF OF A PARTNERSHIP, SOLE PROPRIETORSHIP OR PRIVATE CORPORATION, YOU PERSONALLY GUARANTEE PAYMENT OF ALL OBLIGATIONS AND PERFORMANCES OF THIS CONTRACT.

If this agreement is terminated early, a cancellation fee of \$200 will apply. I understand that 30-days prior written notice is required to terminate service (see paragraph 5 on reverse).

Read the arbitration provision on the reverse side carefully (paragraph 2). It limits certain rights, including your right to a jury trial.

You hereby authorize us to investigate your credit history or check above references and report your performance to credit reporting agencies. RCC uses a credit scoring system from Equifax to determine the level of your available credit. If you were required to pay a security deposit at the time you activated, it was based upon that score.

If a security deposit was required, after six (6) months of on-time, consecutive payments, for the account's entire balance, the amount of the deposit will be credited to your account.

EXHIBIT A

CUSTOMER'S SIGNATURE _____ DATE _____ PRINT NAME _____

White - File

Canary - Sales

Pink - Customer

This agreement is between you and Rural Cellular Corporation and/or its Affiliate, Wireless Alliance, LLC ("Uniceal," "we" or "us") for wireless telephone service and related services and features ("Service"), and for the purchase or use of the wireless phone (if any) including any additional or replacement phone for use with the Service ("Phone")

1. ACCEPTANCE OF AGREEMENT BY USE: IF YOU USE THE PHONE OR SERVICE, OR IF YOU PAY ANY AMOUNT BILLED TO YOUR ACCOUNT, YOU CONSENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, DO NOT USE THE PHONE OR SERVICE AND NOTIFY US IMMEDIATELY TO CANCEL SERVICE.

2. BINDING ARBITRATION: (a) RIGHT TO ELECT TO ARBITRATE: We (including our assigns, agents, employees, officers, directors, shareholders, parent companies, subsidiaries, affiliates, predecessors and successors) or you may elect to have any claim, dispute or controversy ("Claim") of any kind (whether in contract, tort or otherwise) arising out of or relating to your Service or this agreement (including any renewals or extensions), any goods or services provided to you, any billing disputes between you and us, or any prior or future dealings between you and us resolved by binding arbitration. A Claim may include, but shall not be limited to, the issue of whether any particular Claim must be submitted to arbitration, or the facts and circumstances involved with your signing of this Agreement, or your willingness to abide by the terms of this Agreement or the validity of this Agreement. Any such election may be made at any time. The filing of a lawsuit or the pursuit of self-help remedies does not mean that either party has waived the right to subsequently elect to submit a Claim to arbitration. If either party gives written notice electing arbitration, the arbitration must be commenced within 60 days thereafter.

(b) RULES: If arbitration is elected, it will be conducted pursuant to the Wireless Industry Arbitration Rules of the American Arbitration Association ("Rules"). If you have any questions concerning the American Arbitration Association or if you wish to obtain a copy of the Rules and pertinent forms, you may call (800) 778-7879 or visit its website at www.adr.org. Judgment upon the award issued by the arbitrator may be entered in any court having jurisdiction.

(c) UNITED STATES ARBITRATION ACT: The parties agree that this agreement involves "commerce" as defined in the United States Arbitration Act ("USAA"), Title 9, United States Code, and this agreement shall be governed by the provisions of the USAA.

(d) FEES & COSTS: We agree to pay the initial filing fee and the costs of the arbitration proceeding, except that you are responsible for the first \$75 of the initial filing fee if you initiate the arbitration. Each party shall be responsible for its own attorney, witness, and expert fees and costs.

(e) LIMITATION OF RIGHTS: If arbitration is elected by either party under this Agreement: (1) you will not have the right to go to court or to have a jury trial; (2) you will not have the right to engage in pre-arbitration discovery except as provided in the Rules; (3) you will not have the right to have any claim arbitrated as a class action under the Rules or under any other rules of civil procedure; (4) the decision by the arbitrator(s) will be final and binding with very limited rights to appeal. This agreement supersedes any prior arbitrator(s) dispute resolution and/or arbitration agreement that may exist between you and us. If any provision of this agreement is held to be invalid, the invalid provision shall not affect the enforcement of any other provision of this agreement.

3. SERVICE: (a) You must be at least 18 years old with proof of identification to enter into an agreement for service. The term of this agreement depends upon the particular price plan (also called a calling plan), features and promotions you have chosen for your Service (collectively, "Price Plan"). ALTHOUGH YOUR PRICE PLAN IS DESCRIBED ON THE FRONT OF THIS AGREEMENT OR IN A SEPARATE DOCUMENT IT'S CONSIDERED PART OF THIS AGREEMENT. You must verify a user address within the user's home service area (see In-store MAP) to obtain service. This agreement lasts for the initial term in your price plan. If you complete the initial term, you'll become a month-to-month customer under this agreement, unless you agree to a new initial term. You may have chosen a month-to-month price plan from the start. Resale of the Service is prohibited without prior written contractual arrangements with us and any required regulatory approvals.

(b) You agree to use the Service in compliance with this Agreement. The terms and conditions of this Agreement apply equally to any user authorized by you to use your account, including any of your employees, whether such authorization exists in the form of accounts related to your account or through verbal or written consent you give to other users. You agree to be entirely responsible for any and all activities that occur through your account, and are responsible, as the authorized user of record, for any user who uses the Service through your account. You agree to notify us immediately of any unauthorized use of your account or any other breach of security.

(c) You acknowledge that we may access, use, disclose, record or monitor any communications to or from you or any other person to protect our rights, to protect or those of our licensors or other customers, or for any other reason permitted by law. You agree that you, as the authorized user of record of your account for all purposes under this Agreement, have received the express consent from any and all authorized users of your account, to access, use, disclose, record or monitor any communications to or from your account. You agree to inform all authorized users of your account that, as the subscriber of record, you will be provided upon request any information related to your account. You agree to indemnify and hold us and our affiliates harmless from any claim, demand, or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of disclosures authorized by you.

4. SERVICE LIMITATIONS: Service is available to wireless phones equipped for this Service when those phones are within the range of cell sites located in the Cellular Geographic Service Area in which Uniceal provides Service. Maps are presented for geographic reference and do not represent a guarantee of service availability. Service is subject to transmission limitations caused by atmospheric and like conditions. Service may be temporarily refused or limited because of the wireless system's capacity limitations. Service to any or all customers may be temporarily interrupted or curtailed because of equipment modifications, upgrades, relocations, repairs and similar activities necessary for the proper or improved operation of our Service. Service shall not be used for any purpose that violates the law nor shall it be used in such a manner as to interfere unreasonably with the use of Service by one or more other customers. Our sole liability to you for interruptions in the Service we furnish is as follows: We will make a credit allowance, at your request, in the form of a pro rata adjustment of the fixed monthly charges. The pro rata adjustment will be computed by dividing the duration of the Service interruption measured in 24-hour days from the time the interruption is reported to us by a standard 30-day month and then multiplying that result by our fixed monthly service charge for each interrupted access number. A period of time less than 24 hours shall not be credited and an additional period of 12 hours or more shall be considered an additional day. In no case shall the credit exceed the fixed monthly service charge. This is complete satisfaction of our liability to you for Service interruption. No credit allowance will be given for interruptions caused by your negligence or by your willful acts, or for interruptions caused by failure of equipment or service not provided by us. In no event shall we be liable to you or other persons for errors or omissions in transmission, or for failure to transmit when caused by acts of God, fire, war, terrorism, riots, government authorities, strike or by other causes beyond our control. When roaming on a system that is not operated by us, you are subject to the limitations of liability of the operator of that system to its customers. We disclaim all liability for interruptions of service on a system that is not operated by us.

5. TERMINATION OF SERVICE: When you're a month-to-month customer, you may terminate your Service by providing us with 30 days advance written notice, and we may do the same. IF YOU AREN'T A MONTH-TO-MONTH CUSTOMER, YOU MUST PAY AN EARLY TERMINATION FEE OF \$200 PER ACCESS NUMBER IF YOU END YOUR SERVICE FOR ANY REASON (EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT) BEFORE THE END OF YOUR INITIAL TERM. Termination shall be effective on the last day of the next full bill cycle. You are responsible for payment of outstanding charges for the period during which we provide you with Service. If you do not pay any charges owed to us or if you violate any of the terms of this agreement, we have the right, after giving you prior written notice of our intention either, to discontinue or restrict your Service temporarily or to terminate your Service altogether, including the restriction or termination of all accounts bearing your name as the customer. Upon your payment in full of any temporarily restricted or terminated accounts we may at our sole discretion agree to reinstate your service for a \$25 per access number restoral fee. In any case, we shall incur no liability whatsoever for termination of your Service upon your default. If you or someone using your access number uses your Service in such a manner that it adversely affects our Service to other customers we may refuse or discontinue your Service without notice. We may terminate your Service if you have made a false statement on the credit application for purposes of inducing us to extend credit to you.

6. PAYMENTS AND DEPOSITS: We may require you to make a suitable deposit (or an increase in an existing deposit) that we shall hold as a guarantee of payment. We pay simple interest on any deposit at the rate (if any) required by law. Upon termination of Service, if there is an outstanding bill, we may apply your deposit (with interest accrued) against that bill, or return it to you by mail, at our sole discretion. We may charge you a fee up to \$25 for any returned check. If you sign a credit card billing authorization and give us a credit card number that we accept for payment of your monthly bills, you're authorizing us to charge the amounts you owe us, then and later, to that number and to demand immediate payment from the card issuer. You're also agreeing you'll pay, under the terms of your agreement with the card's issuer, the amounts charged to your credit card.

7. UNCOLLECTED FUNDS: COLLECTION COSTS; DEFAULT: If you pay by check, draft or other negotiable instrument, a returned check fee of \$25 will be charged to you when your bank returns the item unpaid. If you do not pay for Service or other charges authorized under the Agreement when due, or otherwise violate your obligations under this Agreement, we may interrupt or terminate Service to you and sue you for such

violations, and you agree to pay, in addition to all other sums owed to us under this Agreement, our costs of collection against you, including attorney's fees and court costs.

8. STOLEN EQUIPMENT: Upon discovery that your Phone has been stolen or lost you must immediately (1) notify us at 1-800-881-2355 that your Phone has been lost or stolen (2) deactivate the lost or stolen phone, and (3) if the phone was stolen, within 14 days, you provide us with a copy of the filed police report. If you do these things, you will not be held liable for any unauthorized airtime charges incurred on the lost or stolen Phone. A police report case number (or any other documentation or other information we request) must be provided to us. YOU MUST FULFILL THE REMAINDER OF YOUR FIXED TERM BY PURCHASING AND ACTIVATING A REPLACEMENT PHONE OR YOU WILL BE SUBJECT TO THE \$200 CANCELLATION FEE PER PHONE.

9. ACCESS NUMBER: You have no property right or interest in your access number (your wireless telephone number), except for the limited purposes of wireless number portability.

10. RATES AND CHARGES: You're responsible for paying us for monthly access and usage charges resulting from calls made to or from your access number. You may also have to pay a one-time activation charge. There may also be additional charges or fees if you request a change in Service or your price plan, and we agree. Usage charges will vary depending on where, when and how you call. Under your price plan, we may give you lower airtime rates for calls made and received inside Uniceal's Cellular Geographic Service Area. This is referred to as your home service area. Depending on your price plan, you may also have an extended home service area (which is in addition to your home service area). When you call from inside your home service area or extended home service area to somewhere outside of it, there may be a toll or wireless long distance charge in addition to the airtime rate that applies. When you make a call inside your home service area or extended home service area that uses another telephone company's lines, there may be a handling fee called a landline charge or surcharge. For any call, there may be taxes, surcharges, assessments, government fees and charges for any special or enhanced services you use. When you make or receive calls outside your home service area or extended home service area, depending on the specific terms and conditions of your price plan, or make a call that uses another company's network, there may be a charge for roaming, including any taxes assessed on the roaming calls. For any single call there may be usage charges for any and all of the following: airtime, landline, wireless long distance, toll charges, roaming, taxes, surcharges, assessments, government fees and enhancements or special services. When you roam, another company may set some or all of these charges. Roam minutes are applied to your bills based on the month they are received from the roaming carrier. Some charges may not reflect calls that are made during your bill cycle. Charges for a completed call you originate on your wireless phone begin when you press "SEND" and end when the call disconnects. Charges will also be incurred for excessive ringing in ring-no answer calls. Usage on each call is rounded up to the next full minute for billing purposes. Payment of your bill is due upon receipt. We may assess a late payment charge on overdue balances at the highest rate allowed under applicable law. From time to time we may send you written notice of changes to prices or other terms of this agreement. If any of these changes adversely affect your rights or Service in a material way, you can end this agreement during your initial term, without any early termination fee, just by giving us written notice any time before 30 days after the end of the billing period in which the changes go into effect. You have the right to dispute charges on your bill, but you must notify us of the dispute within 30 days after the billing date or you are waiving the dispute.

11. AIRTIME LIMITATION WHILE ROAMING: Unless expressly stated otherwise in your price plan, you agree that each month you will use at least 50% of your billable airtime minutes in your home service area. We reserve the right to change your price plan, charge an additional fee or terminate your Service in the event that you use more than 50% of your billable airtime minutes outside of the home service area for 2 consecutive months.

12. DEFAULT: If any obligation which is owed to us under this agreement is not paid or performed on time, we have the right to immediately stop providing Service in accordance with our disconnection policies. We also reserve the right to take any action reasonably necessary to enforce and protect our rights and to collect our reasonable attorneys' fees and collect costs in the event of default.

13. NOTICES: All notices shall be sent or delivered to the respective addresses shown on the front of this Service Agreement, unless written notice of an address change is provided.

14. OUR RIGHTS TO MAKE CHANGES: All Service we provide is subject to our business policies, practices and procedures, which we can change without notice. WE CAN ALSO CHANGE PRICES AND ANY OTHER TERMS IN THIS AGREEMENT AT ANY TIME BY GIVING YOU WRITTEN NOTICE PRIOR TO THE BILLING PERIOD IN WHICH THE CHANGE WOULD GO INTO EFFECT. IF THESE CHANGES ADVERSELY AFFECT YOUR RATES OR SERVICE IN A MATERIAL WAY, YOUR RIGHTS TO END THIS AGREEMENT WITHOUT ANY EARLY TERMINATION FEE (AS DESCRIBED PREVIOUSLY) IS YOUR ONLY REMEDY. IF YOU CHOOSE TO CONTINUE TO USE OUR SERVICE AFTER RECEIVING NOTICE OF ANY CHANGES, THOSE CHANGES WILL APPLY TO YOU.

15. MUTUAL WAIVERS AND LIMITATIONS ON LIABILITY: BY ENTERING INTO THIS AGREEMENT YOU AND WE ARE WAIVING IMPORTANT RIGHTS. YOU AGREE OUR MAXIMUM LIABILITY TO YOU UNDER ANY THEORY (INCLUDING BUT NOT LIMITED TO FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, NEGLIGENCE, PERSONAL INJURY OR PRODUCT LIABILITY) IS LIMITED TO A REFUND OR REBATE OF CHARGES YOU HAVE PAID OR OWE US. LIKEWISE, WE AGREE YOUR MAXIMUM LIABILITY TO US UNDER ANY THEORY IS LIMITED TO CHARGES YOU OWE US, ANY ACTUAL DAMAGES YOU CAUSE TO OUR BUSINESS OR PROPERTY, AND ANY DAMAGES COLLECTED FROM US BY A THIRD PARTY ARISING OUT OF THE USE OF YOUR CELL PHONE. NEITHER OF US CAN RECOVER PUNITIVE, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF THOSE DAMAGES COULD HAVE BEEN FORESEEN BY EITHER OF US. YOU AND WE AGREE NOT TO MAKE, AND TO WAIVE TO THE FULLEST EXTENT ALLOWED BY LAW, ANY CLAIM FOR DAMAGES OTHER THAN DIRECT, COMPENSATORY DAMAGES AS LIMITED ABOVE. YOU AND WE ALSO AGREE NOT TO MAKE, AND TO WAIVE TO THE FULLEST EXTENT ALLOWED BY LAW, ANY CLAIM FOR EQUITABLE RELIEF, OTHER THAN TO PROTECT ANY PATENT, TRADEMARKS, OR TRADE SECRETS OR TO PREVENT ABUSIVE, FRAUDULENT, OR ILLEGAL USE OF A WIRELESS PHONE, SERVICE OR A TELEPHONE NUMBER.

16. PRIVACY; CUSTOMER CONSENT: Wireless systems use radio channels to transmit voice and data communication over a complex network. Privacy cannot be guaranteed, and we shall not be liable to you for any lack of privacy you experience while using your Phone or the Service. We have the right to intercept and disclose any transmissions over or over our facilities, and to provide subscriber billing, account, calling records, and related information under certain circumstances (such as, but not limited to, in response to lawful process, orders, subpoenas, or warrants, or to protect our rights or property). In addition, you agree that we may contact you by mail, telephone, email, SMS messages or other means, at the addresses and numbers listed on the front of this agreement, for matters related to service, billing, collections and products and services offered by us (including retention offers up to 12 months after service termination). If you wish not to receive communications about our products and services, you may opt out by calling customer service at 1-800-450-2000. However, we may still contact you by any of the above means about matters not related to marketing. In the event you wish to keep your access number on another wireless carrier's service, you also consent to our sharing your information with that wireless carrier in order to effectuate that transfer.

17. ASSIGNMENT: We may assign all or part of this agreement without such assignment being considered a change to the agreement and without notice to you. We are then released from all liability. You may not assign this agreement without our prior written consent.

18. TAXES; CARRIER CHARGES: (a) Any applicable sales, use, excise, public utility or other taxes, fees or regulatory costs, including without limitation state-mandated E911 charges, imposed on you or us as a result of providing the Service or your Phone to you will be added to your charges as a tax when imposed or required by law. If you are exempt from payment of any such taxes, you may provide us with an original Tax Exempt Document. Tax exemption will only apply to charges incurred after the date we receive the Tax Exempt Document (you cannot receive credit for any taxes already paid by you). The address you provide us is used to bill federal, state and local taxes and fees that we are required to collect from you. You must notify us within 90 days from the date of the first bill that contains the incorrectly billed taxes or you waive your right to dispute those charges.

(b) Uniceal also imposes the following fees: Wireless Number Portability (WNP) fees, Universal Service Fund (USF) fees, E911 fees (if not mandated by the applicable state) (collectively, "Regulatory Programs fees"), applicable state gross receipts surcharges and other cost recovery fees (the "Cost Recovery Fees"). The Regulatory Programs Fees help defray our costs of complying with state and federal telecommunications regulations. Rates are adjusted periodically, based on the financial need of the fund. The Cost Recovery Fees are not a tax or required charge.

19. GENERAL: You acknowledge that you have read and understand the terms and conditions set forth herein and agree to be bound by them, and that this document, including any documentation describing your Price Plan is the complete and exclusive statement of the agreement between you and us and supersedes all proposals, oral or written, and all other communications between the you and us relating to the subject matter hereof, except to the degree that any such term is inconsistent with an order, rate, license, certificate or other decision of a governmental authority with jurisdiction or any applicable tariff of Uniceal.

SOUTH DAKOTA ETC ADDENDUM

All services agreements entered into between Unicef and any South Dakota residents are, not withstanding the terms set forth in the service agreement, modified by the following provisions.

You may qualify for financial assistance under the federal Lifeline and Link Up programs. To see if you qualify or to apply for Lifeline/Link Up fill out the South Dakota ETC certification form or contact us at 1-800-GOCELLULAR (800-462-3558).

If you are a South Dakota resident and have a complaint against Unicef, you have the right to bring your complaint to the South Dakota Public Utilities Commission and have it decided by the Commission, at your option. Otherwise, the binding arbitration election provisions set forth in section 2 will govern the parties' rights to have the dispute resolved by arbitration. You may contact the South Dakota Public Utilities Commission at 500 East Capitol Avenue, Pierre, South Dakota, 57501-5070; ph. (800) 332-1782; fax (605) 773-3809; email: PUCConsumerInfo@state.sd.us.

<u>Customer Name</u>	<u>Date</u>	<u>Salesperson</u>	<u>Date</u>
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UNICEL

Wireless service to fit your budget.

We support dialing & LibrUp Assurance Programs. Call for more details and we'll help determine if you are qualified to receive income-based benefits. See sites for details.

1-800-50-CELLULAR (ext. 444)
www.unicel.com

Unicel is a service of Rural Cellular Corporation. Fees will be added to your bill for each line of service to help defray Unicel's costs of complying with federal and state regulatory obligations. These fees are not taxes or government-required charges. Offer subject to terms of wireless service agreement and calling plan details. Service activation requires \$20 one-time activation fee and credit check and may require security deposit. \$200 early cancellation fee applies to each line. Calls outside customer's local calling area will incur additional long distance or international charges. Digital features and services are not available in all areas and may vary due to atmospheric, topographical and other conditions. Federal, state and local taxes and surcharges apply. Must be at least 18 years old with positive ID and have user address in Unicel's applicable South Dakota service area. Other restrictions apply.

UNICEL USE #65

WIRELESS SERVICE TO FIT YOUR BUDGET

How Do I Determine if I am Eligible?

If you are currently enrolled in: Low Income Home Energy Assistance (LIHEAP), Federal Public Housing Assistance-Section 8, Medicaid, Food Stamps, Supplemental Security Income (SSI), Temporary Assistance to Needy Families (TANF), National School Lunch's Free Lunch Program (NSL), or 135% of the Federal Poverty level.

What is the Lifeline Credit Value?

The Lifeline credit is up to \$8.25 per month for eligible customers that reside in eligible counties of the Unicel calling area.

Additional credits may be available for qualified consumers living on federally recognized reservations.



*Unicel is service of Rural Cellular Corporation. Additional fees will be added to your bill for each line of service to help defray Unicel's costs of complying with federal and state regulatory obligations; these fees are not taxes or government-required charges. Offer subject to terms of wireless service agreement and calling plan details. Service activation requires \$30 one-time activation fee (unless waived as part of promotion) and credit check and may require security deposit. \$200 early cancellation fee applies to each line. Approved tri-mode digital phone required. Digital features and service not available in all areas. Must be at least 18 years old with positive ID and have user address in the Unicel Applicable South Dakota Market. Additional restrictions apply. See store for details.

EXHIBIT C

What Credits are Available?

Lifeline will provide credits of \$8.25 a month. Link Up will provide a one-time credit of \$15.00 to reduce your service activation fee. Additional credits may be available for qualified consumers living on federally recognized reservations.

Toll Blocking:

Toll blocking is available free of charge. Toll blocking restricts the ability to make a long distance phone call. Carriers may not collect a service deposit if eligible consumers elect toll blocking.

Lifeline and Link Up Programs for Unice!

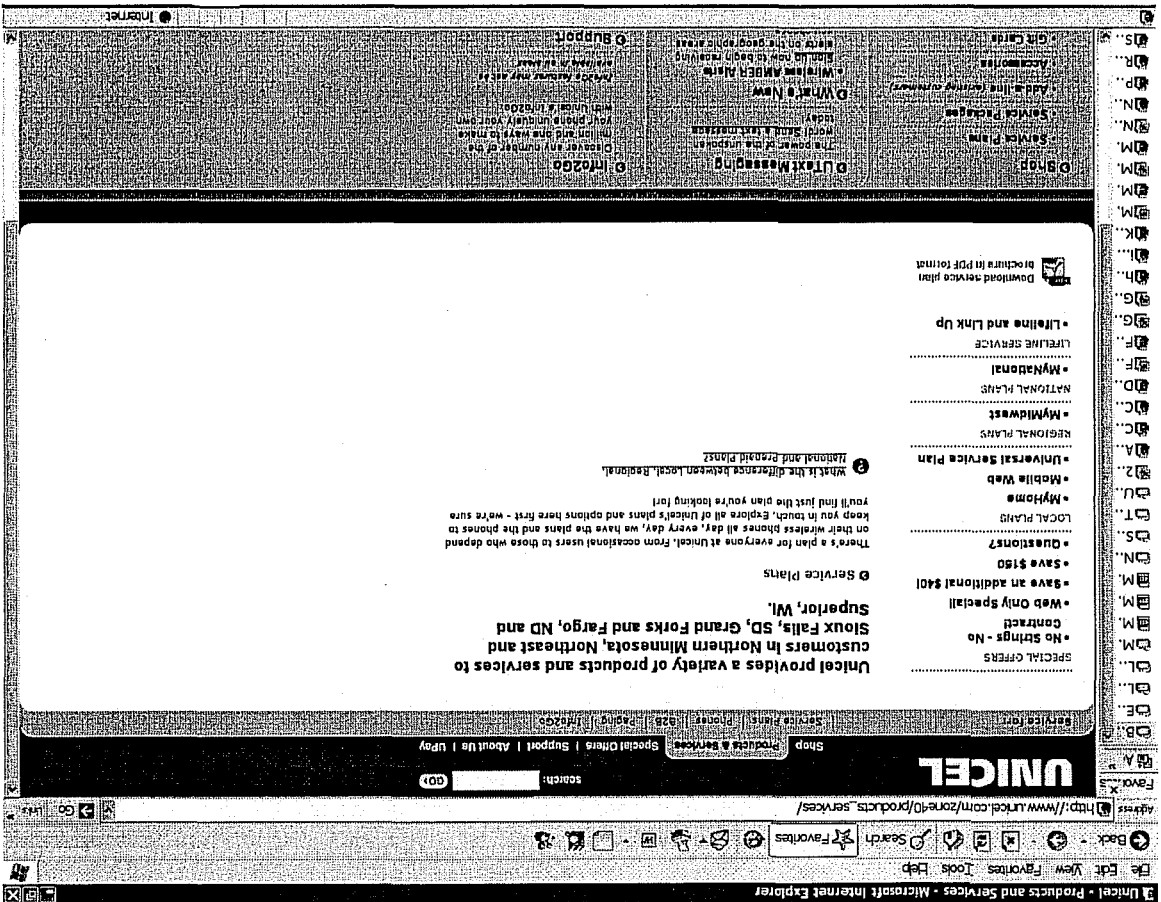
Unice! has been designated an Eligible Telecommunication Carrier in the State of Minnesota and South Dakota and is authorized to provide Lifeline and Link Up services to qualifying individuals.

What is Lifeline and Link Up?

Lifeline is a government program that provides a discount to qualified individuals on their monthly wireless phone bill. Link Up helps households pay the initial installation or activation charge for the setup of your wireless phone service.

How much can I save on my phone bill?

By participating in Lifeline you will save \$8.25 a month. These benefits apply to your local telephone service charges that you purchase as a flat rate service, measured service, or local service purchased as part of a bundled service. Link Up will provide a one-time credit of \$15.00 to reduce your service activation fee. Additional credits may be available for qualified consumers living on federally recognized reservations.



How do I know if I'm eligible?

You are eligible for Lifeline and Link Up if you participate in any of the following programs:

- Low-Income Home Energy Assistance Program (LIHEAP) or any official home energy assistance program
- Federal Public Housing Assistance or Section 8
- Medicaid
- Food Stamps
- Supplemental Security Income (SSI)
- Temporary Assistance to Needy Families (TANF) OR Minnesota Family Investment Program
- National School Lunch's free lunch program (NSL)
- 135% of Federal Poverty Level

Qualified consumers living on federally recognized reservations may establish eligibility through these additional programs:

- Bureau of Indian Affairs (BIA) General Assistance
- Head Start (if income eligible)

Are there any restrictions?

Lifeline and Link Up can only be used for the main telephone line in your household. The name on your phone bill must match the name of the participant who is eligible in the program. Only one occupant per household may receive benefits. You may not be a dependent for federal tax purposes, or you must be 60 years of age or older.

Availability of Toll Blocking:

Toll blocking is available free of charge. Toll blocking restricts the ability to make a long distance phone call. Carriers may not collect a service deposit if eligible consumers elect toll blocking.

How do I apply?

To apply for Lifeline and Link Up, call 1-800-450-2000 or pickup an application at various retail locations throughout Minnesota and South Dakota. You will be asked to provide proof of your eligibility by signing a self-certification form and providing a copy of a document that verifies you participate in any of the above-mentioned programs.

How do I continue to receive Lifeline benefits?

Eligibility is reviewed periodically. Your benefits will be discontinued when you no longer meet eligibility requirements.

Being a Lifeline and Link Up customers does not protect you from being disconnected if you fail to pay your telephone bill.

Please call 1-800 GO CELLULAR (1-800-462-3558) if you are interested in Lifeline and Link Up.



Wireless Telephone Service
Lifeline and Link Up Assistance Application
For the State of South Dakota

I am requesting service from Rural Cellular Corporation d.b.a. Unicel® and desire to enroll in the Federal Lifeline/Link Up Low Income Telephone Assistance Program to receive monthly service discounts.

NAME: _____
SOCIAL SECURITY NUMBER: _____ - _____ - _____ DATE OF BIRTH: _____ - _____ - _____
ADDRESS: Street: _____
City: _____ State: SD Zip Code: _____
HOME PHONE: (____) _____ CELLULAR PHONE: (____) _____

Telephone number (if existing service) must be in applicants' name.

HOW CAN I BE REACHED: _____
(If requesting new cellular phone service, telephone number of employer, friend or relative)

I understand that this program is subject to federal and state eligibility rules. I am entitled to participate in the Lifeline/Link Up Program because I receive benefits from one or more of the programs listed below and meet all eligibility rules as described.

Please check those that apply:

- Low-Income Home Energy Assistance Program (LIHEAP)
Federal Public Housing Assistance or Section 8
Medicaid
Food Stamps
Supplemental Security Income (SSI)
Temporary Assistance for Needy Families
National School Free Lunch Program

For individuals living on federally recognized tribal reservations:

- Head Start (if income eligible)
Tribally Administered Temporary Assistance for Needy Families (TANF)
Tribal National School Free Lunch Program
BIA General Assistance

Certification of Income Based Eligibility:

- 135% of the Federal Poverty Level (please attach one of the documents below):
Prior year state, federal, or tribal tax return
Current annual income statement form an employer
Veterans Administration statement of benefits
Unemployment/Workmen's compensation statement of benefits
Three consecutive months of most recent paycheck stub
Social Security statement of benefits
Retirements/pension statement of benefits
Divorce decree or child support documents

I certify, under penalty of perjury, that the presented documentation accurately represents my annual household income. _____ (initial)

Certification of Number of Individuals in Household:

Number of Individuals in Household: _____
I certify, under penalty of perjury, that the number of individuals in my house hold is accurate. _____ (initial)

Additional Requirements: (please initial)

- The telephone service I am requesting from Unicel will be used as my primary residential phone.
The requested phone service will be issued in my name and I am the individual receiving the qualifying assistance.
I am not currently enrolled in any other telephone assistance program with any other phone company or I wish to change the assignment of my benefits form my existing telephone service to Unicel. (Must complete Lifeline/Link Up Assistance Cancellation and Reassignment form.)
I understand that no other qualified occupants at my residence may participate in the Federal Lifeline Program unless I terminate my Lifeline/Link Up service or change residency.
I agree to notify Unicel of any change in my residency status.
I agree to notify Unicel if I no longer receive benefits from any of the programs I have selected.
I understand that my eligibility to the Lifeline/Link Up program will be periodically reviewed.

I certify that under penalty of perjury that all of the information above is true and correct and I agree to comply with the requirements of the program as outlined.

Signature of Applicant _____ Date _____



Lifeline/Linkup Assistance
Cancellation and Reassignment Form

I acknowledge and understand that only one subsidized telephone service is allowed per household under the Federal Lifeline/Linkup Program. By signing below, I request that my current Federal Lifeline/Linkup Program assistance be cancelled and request that the Federal Lifeline/Linkup Program assistance that I am eligible for be provided through Cellular 2000/Unicel.

Name: _____

Address: _____

Date of Birth: _____

Social Security Number: _____

Current Telephone Company Providing Lifeline Assistance: _____

Current Lifeline Assistance Telephone Number: _____

Signature: _____ Date: _____

UNICEL USE #18

SOMETHING FOR EVERYONE.



Audiovox 8910

1

Introducing Phones and Plans with **NO CONTRACT!**

- No long-term commitment
- No cancellation fee



2

MyMidwest Plan Now with **1200 Anytime Minutes**

- Nationwide long distance
- Call anywhere in Minnesota and the Dakotas
- No contract

\$45/monthly access

3

So small.
Yet so powerful.

Audiovox 8910 camera phone

- Take and send pictures
- Super-fast downloads
- Brilliant color-screen resolution



UNICEL® THE WAY WIRELESS SHOULD BE.



1-800-GO CELLULAR (462-3553) WWW.UNICEL.COM

UNICEL RETAIL STORE LOCATION: Watertown: 1203 9th Ave SE (Across From The Mall)

UNICEL AUTHORIZED AGENTS: Sisseton: Randy Peterson Sales Watertown: Alpha Omega Computer Electronics • Craig's Custom • Dakota Discount

Unicel is a service of Rural Cellular Corporation. Offer subject to terms of wireless service agreement and calling plan details. Additional charges will be included for each line of service to help Unicel defray its costs of complying with federal and state regulatory obligations, as follows: 2.54% USF charge, 2.5% ND Gross Receipts fee (ND residents), 4.15% SD Gross Receipts fee (SD residents), additional cost-recovery fees of \$1.18 and, if roaming charges are incurred, roaming taxes as passed on by our roaming partners and a \$2.00 roamer administration charge for roaming outside the calling plan area. These charges are not taxes or government-required charges. Service activation requires \$30 one-time activation fee and credit check and may require security deposit. 1200 minutes consist of 600 plan minutes and 600 extra minutes; extra minutes not available on additional lines. Nationwide Long Distance applies to calls made or received within the MyMidwest Service Area. Use of data services subject to Unicel's Data Services Terms and Conditions. Phone screen image has been enhanced for clarity; actual screen image may vary. Digital features and services are not available in all areas and may vary due to atmospheric, topographical and other conditions. Approved tri-mode digital CDMA phone required. Must be at least 18 years old with positive ID and have user address in the Unicel Home Area. Limited time offer. Federal, state and local taxes and surcharges apply. Additional restrictions apply. See store for details and guarantee terms and conditions.

UNICEL USE #18

SOMETHING FOR EVERYONE.



Motorola v505

1

Stop counting minutes with **Unlimited Calling!**

In the Rover Home Area.

\$32⁹⁵ /monthly access

Never worry about minutes, limits or time of day again.

New 24-month service agreement required.

2



NEW!

Motorola v505 camera phone

- Hot, new design
- Polyphonic ringtones
- Speakerphone
- Instant messaging

Stop in for more great savings!

3

Ask about our **NO CONTRACT options!**

- No long-term commitment
- No cancellation fee

UNICEL® THE WAY WIRELESS SHOULD BE.



1-800-GO CELLULAR (462-3558) WWW.UNICEL.COM

UNICEL RETAIL STORE: Sioux Falls: 2608 S Louise Ave UNICEL AUTHORIZED AGENT: Sioux Falls: The Phone Store

Unicel is a service of Rural Cellular Corporation. Offer is subject to terms of wireless service agreement, data services terms and conditions and calling plan details. Additional charges will be included for each line of service to help Unicel defray its costs of complying with federal and state regulatory obligations, as follows: 2.54% USF charge, 2.5% ND Gross Receipts Fee (ND residents), 4.15% SD Gross Receipts Fee (SD residents), additional cost recovery fees of \$1.18 and, if roaming charges are incurred, roaming taxes as passed on by our roaming partners and a \$2.00 roamer administration charge for roaming outside the calling plan area. These charges are not taxes or government-required charges. Service activation requires \$30 one-time activation fee and credit check and may require security deposit. \$200 early termination fee applies to each line, unless no-contract option is selected. Federal, state and local taxes and surcharges apply. Mail-in rebate applies to advertised phone only; allow 8-10 weeks for rebate delivery. Phone screen image has been enhanced for clarity. Digital features and service are not available in all areas and may vary due to atmospheric, topographical and other conditions. Approved tri-mode digital GSM phone required. Must be at least 18 years old with positive ID and have user address in the Unicel Home Area. Limited time offer. Other restrictions apply. See store for details and guarantee terms and conditions.

SAMPLE SOUTH DAKOTA DISCLAIMER

Unicel is a service of Rural Cellular Corporation. Offer subject to terms of wireless service agreement, data services terms and conditions and calling plan details. Additional charges will be included for each line of service to help Unicel defray its costs of complying with federal and state regulatory obligations, as follows: 3.164% USF charge, 2.5% ND Gross Receipts fee (ND residents), 4.15% SD Gross Receipts Fee (SD residents), additional cost recovery fees of \$1.16 and, if roaming charges are incurred, roaming taxes as passed on by our roaming partners and a \$2.00 roamer administration charge for roaming outside the calling plan area. These charges are not taxes or government-required charges. Service activation requires \$30 one-time activation fee and credit check and may require security deposit. Federal, state and local taxes and surcharges may apply. Offer not available on additional lines. Digital features and service are not available in all areas and may vary due to atmospheric, topographical and other conditions. Approved tri-mode digital CDMA phone required. Must be at least 18 years old with positive ID and have user address in the local Unicel network.. Other restrictions apply. See store for details and guarantee terms and conditions. **SD Residents: Low income assistance is available to qualifying customers. More limited plans are available at lower access costs.**