



*Exhibit No.:*  
*Issue:* Application for Designation as an Eligible  
Telecommunications Carrier  
*Witness:* Kevin Dawson  
*Sponsoring Party:* Missouri RSA No. 7 Limited Partnership  
d/b/a Mid-Missouri Cellular  
*Type of Exhibit:* Direct Testimony  
*Case No.:* TO-2003-0531  
*Date Testimony Prepared:* November 3, 2003

**MISSOURI RSA NO. 7 LIMITED PARTNERSHIP**

**d/b/a**

**MID-MISSOURI CELLULAR**

**DIRECT TESTIMONY**

**OF**

**KEVIN DAWSON**

**CASE NO. TO-2003-0531**

1                               **DIRECT TESTIMONY**

2                               **OF**

3                               **KEVIN DAWSON**

4               **APPLICATION OF MISSOURI RSA NO. 7 LIMITED**  
5               **PARTNERSHIP d/b/a MID-MISSOURI CELLULAR**

6  
7                               **CASE NO. TO-2003-0531**  
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9

10    Q.     Please state your name and business address.

11    A.     Kevin Dawson, 1500 South Limit Avenue, Sedalia Missouri 65301.

12    Q.     By whom are you employed and in what capacity?

13    A.     Since May 5, 2003, I have been the President and General Manager of  
14    Missouri RSA No. 7 Limited Partnership d/b/a Mid-Missouri Cellular  
15    ("MMC").

16    Q.     Please describe your education.

17    A.     In the early 1980's, I attended both Ellsworth Community College in Iowa  
18    Falls, Iowa and then Northeast Missouri State University in Kirksville, Missouri,  
19    where I concentrated on business studies.

20    Q.     Prior to being appointed President and General Manager of MMC, for  
21    whom did you work and in what capacity?

22    A.     From 1998, I was a Market and an Area Manager for Dobson Communications  
23    Corp. ("Dobson"), which provides cellular communications service to about 1.6  
24    million customers in rural and suburban locations in various markets across the United  
25    States. In those positions, I supervised Dobson's operations in Missouri RSA Nos. 1,

Direct Testimony of  
Kevin Dawson

2, 4 and 5, as well as in rural markets in Kansas and Oklahoma. My responsibilities included developing and implementing marketing and promotional activities, strategic planning with an emphasis on pricing, promotions, sponsorships and marketing, network buildout and digital protocol deployment, and hiring and training retail staff. Prior to joining Dobson, I was an Operations Manager for Go Wireless in Joplin, Missouri and a Market and Sales Manager for US Cellular in Joplin and in Tulsa, Oklahoma.

Q. Have you previously provided testimony before the Missouri Public Service Commission (the "Commission")?

A. No, I have not.

Q. What is the purpose of your testimony in this proceeding?

A. I am testifying in support of MMC's Application For Designation As An Eligible Telecommunications Carrier Pursuant To §254 Of The Telecommunications Act Of 1996 ("Application") in this docket. My testimony will address two aspects of the Application: (a) the rate and service plans offered by MMC to subscribers; and (b) the requirement imposed upon ETC by Section 54.201(d)(2) of the FCC's Rules to advertise, using media of general distribution, the availability of and charges for the core services that are supported by federal universal service mechanisms, as set forth in Section 54.101(a) of the FCC's Rules.

Q. What rate and service plans are currently offered by MMC?

A. The rate and service plans that MMC currently offers are described in Attachment I hereto. Upon grant of its Application, MMC intends to continue offering these plans. In addition, however, MMC will offer a Lifeline service in accordance with Section

Direct Testimony of  
Kevin Dawson

1 54.401 of the FCC's Rules. MMC's Lifeline offering will enable a Lifeline customer's  
2 telephone handset to communicate exclusively with the cell site(s) serving the customer's  
3 primary residence; as a result, Lifeline users will have no roaming capability.

4 Q. How will MMC advertise that it is offering the core services that are supported by  
5 federal universal service mechanisms as set forth in Section 54.101(a) of the FCC's  
6 Rules.

7 A. Upon grant of its Application, MMC will advertise to the public in its ETC  
8 designated area that it is offering the core universal support services and the charges for  
9 those services. MMC already advertises its rates and services in several media of general  
10 distribution throughout its FCC-licensed service area. For example, MMC advertisements  
11 appear once and twice a week, respectively, in the Concordia Concordian and the  
12 Higginsville Advance, general circulation newspapers published in Concordia and  
13 Higginsville, Missouri. In addition, Station KMMO-FM in Marshall, Missouri  
14 broadcasts sixty-second advertisements for MMC thirty times each week. (The  
15 newspapers and radio stations that presently carry MMC advertising are within the ETC-  
16 designated area proposed in the Application.) Finally, MMC advertises by including  
17 printed inserts with its monthly invoices to subscribers.

18 Q. What revisions will MMC make to its advertising if the Commission grants its  
19 Application?

20 A. If the Application is granted, MMC will take whatever steps are necessary to  
21 comply with FCC Rule 54.201(d)(2). This rule states that a common carrier designated as  
22 an eligible telecommunications carrier shall advertise the availability of such services and  
23 the charges therefore using media of general distribution throughout the service area for

Direct Testimony of  
Kevin Dawson

1    which the designation is received. To the extent MMC's advertising needs to be revised  
2    to satisfy the requirements of this rule, we will do so.

3    Q.     Does that conclude your testimony?

4    A.     Yes it does.

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**BEFORE THE PUBLIC SERVICE COMMISSION**  
**OF THE STATE OF MISSOURI**

In the Matter of the Application of )  
Missouri RSA No. 7 Limited Partnership )  
d/b/a Mid-Missouri Cellular )  
For Designation as a Telecommunications )  
Company Carrier Eligible for Federal )  
Universal Service Support pursuant to § 254 of )  
the Telecommunications Act of 1996 )  
)

Case No. TO-2003-0531

**AFFIDAVIT OF KEVIN DAWSON**

CITY OF SEDALIA )  
 ) ss.  
COUNTY OF PETTIS )

Kevin Dawson, of lawful age, on his oath states: that he has participated in the preparation of the foregoing Direct Testimony in question and answer form, consisting of 4 pages to be presented in the above case; that the answers in the foregoing Direct Testimony were given by him; that he has knowledge of the matters set forth in such answers; and that such matters are true and correct to the best of his knowledge and belief.

\_\_\_\_\_  
/S/  
Kevin Dawson

Subscribed and sworn to before me this 4th day of November 2003.

\_\_\_\_\_  
/S/  
Notary Public

**ATTACHMENT I**



# Features

## Mid-Missouri Cellular

*We've Got You Covered!* MyDigital

Higginsville

200 Fairground Ste. 101

(660) 641-1117

Mon. - Fri. • 9 a.m. - 7 p.m.

Sat. • 9 a.m. - 3 p.m.

Sedalia

1500 S. Limit

(660) 620-1114

Mon. - Fri. • 7:30 a.m. - 7 p.m.

Sat. • 9 a.m. - 3 p.m.

Marshall

779 S. Odell

(660) 631-1115

Mon. - Fri. • 8 a.m. - 7 p.m.

Sat. • 9 a.m. - 3 p.m.

Warrensburg

Bi-Lo Market

MMC Communication

Center

(660) 624-1115

### Terms Applicable to MyDigital Rate Plans:

A Mid-Missouri Cellular (hereinafter referred to as "MMC") approved tri-mode TDMA IRDB phone required along with a Service Agreement. Customer must have a billing address within MMC's licensed market to be eligible for service. Wireless service is subject to credit approval. A two-year service contract is required. If your service is terminated before the end of the Service Commitment listed on your Cellular Service Agreement, you hereby agree to pay MMC, in addition to all other amounts owed, a termination charge of \$200 per wireless phone. Prices do not include taxes, directory assistance, roaming, universal service fees, etc. Minutes will be depleted according to usage in the following order: mobile-to-mobile minutes, night and weekend minutes, plan minutes and bonus minutes. Long distance is pre-selected by MMC and cannot be changed. International long distance rates vary. Customer must stay on plan selected or higher for a minimum of one year. Airtime and other measured usage are billed in full minute increments, and actual airtime and usage are rounded up to the next full increment at the end of each call for billing purposes. Airtime charges apply from the time you press SEND to the time you press END on completed calls. You will also be charged airtime for unanswered calls of 30 seconds or longer. Due to delayed reporting by other carriers, your wireless usage (including home/regional/national minutes) may be billed in month(s) after your usage. The minutes used, and associated charges, may be applied to your plan minutes in the month that the usage appears on the bill rather than the month the calls were actually placed. Unused minutes do not roll over to the next month and are forfeited. Customer may receive an intercept message allowing the use of a credit card to pay for roaming. Calls requiring the use of a credit card or an operator are additional and not included in any minute plans. Maps depict rate areas only, not coverage area. Actual coverage areas differ substantially from map graphics, and coverage may be affected by such things as terrain, weather, foliage, buildings and other construction, signal strength, customer equipment and other factors. MMC does not guarantee coverage or network availability. Charges will be billed based on the location of the site receiving and transmitting the call, not on the location of the subscriber. Display on your phone will not indicate whether you will incur roaming charges. Nights are 9 p.m. to 7 a.m. Weekends are 9 p.m. Friday to 7 a.m. Monday. Included long distance applies to calls within the 48 United States. Off-peak minutes can only be used on MMC's licensed network consisting of the counties of Cooper, Howard, Pettis, Saline, Johnson, Lafayette and Ray. Certain features are not available in all areas. MMC reserves the right to terminate your service if less than 70% of your usage over three consecutive billing cycles is not on MMC's network. In the event that the conditions of the Plans as described above are violated, MMC may move a subscriber to another calling plan or terminate customer's service. See Cellular Service Agreement for additional conditions and restrictions.



Digital

# Features

# Voice Mail

## FREE Calling Features Include:

- Call Forwarding - Transfers your calls to another number when you don't answer, your phone is busy or your phone is turned off.
- Three-Way Calling - Want to talk to your mom and sister at the same time? Three-Way Calling enables you to add a third party to a current call.
- Call Waiting - Never miss an important call. With Call Waiting, a special tone will alert you to another incoming call. This allows you to answer multiple calls.

## Any 2 of the following FREE or ALL 3 for \$2.95!

- Caller ID - Feel like screening your calls? Caller ID permits you to see who is calling your phone by displaying the number and/or name.
- Voice Mail with Message Waiting Indicator - Lets someone leave a message for you, if you are currently on or away from your phone. You'll never have to worry about missing that call!
- MyDigital Messenger - Allows you to send and receive e-mail on your phone. 750 messages are included to use to chat with your friends, remind your husband to pick up milk or let someone know that you're running late. Each additional message is 5¢.

## Additional Features - Always FREE

- Long Distance - Mid-Missouri Cellular provides toll-free long distance for all calls made. Whether you're calling out of state or just across town, the rate is always the same—FREE.
- Detailed Billing - We have made it easy with our detailed billing. We show you who you called, how long you talked and what charges may apply.

## Mobile-to-Mobile

Now you have the ability to call other Mid-Missouri Cellular customers in any Mid-Missouri Cellular exchange at a reduced rate.

- 500 mobile-to-mobile minutes - \$5.95 each line
- 1500 mobile-to-mobile minutes - \$9.95 each line
- Unlimited mobile-to-mobile minutes - \$19.95 each line

## Companion Lines \$14.95 each

You have the ability to include up to 4 additional Companion phones on your plan. Now the whole family can share their minutes.

## Roaming

Like to travel? Roaming is hassle-free with Mid-Missouri Cellular. Just pick up your phone and dial. And you'll never pay more than 75¢ (plus tax).

## Setting Up Your Voice Mail For The First Time

- Call your own cell phone number either from your cell phone or a landline phone (if you call from a landline phone, make sure your phone is off).
- You will get an automated greeting. Press # after the message begins.
- It will ask for a temporary password. Press 0000.
- It will ask you for a more permanent password. Input the four-digit password you selected for one-touch calling.
- It will ask what type of greeting you would like and will walk you through a basic setup.

## Checking Your Voice Mail

- From your cell phone:
  - Push and hold the one button and it will take you straight into the menu that asks if you would like to listen to new messages, saved messages, etc.
  - Call your cell phone number and press # when the greeting starts. Then enter your four-digit password.
- From a landline phone:
  - Make sure your cell phone is off.
  - Dial your cell phone number.
  - Push # when the greeting starts.
  - Enter your four-digit password.

## Changing Your Password

1. Press 4 to change Personal Options.
2. Press 2 Administrative Options, to enter your new password.
3. Follow voice prompts.
4. Press 9 to return to main menu.

## Recording A Greeting

1. Press 4 to change Personal Options.
2. Press 3 to record a greeting.
3. Press 1 to begin recording. Follow voice prompts.
4. Press 2 to end recording.
5. Press 9 to return to main menu.

## Changing Your Name

1. Press 4 to change Personal Options.
2. Press 3 to hear current name.
3. Press 2 to record a new name.
4. Press 9 to return to main menu.

## Checking Your Messages

1. Press 1 + 1 to hear unheard messages.
2. Press 1 + 2 to hear all messages.

While listening to a message you can:

1. Press 1 to rewind 10 seconds.
2. Press 1 + 1 to rewind to beginning of message.
3. Press 2 to pause and unpause.
4. Press 3 to fast forward 10 seconds.
5. Press 3 + 3 to fast forward to the end of the message.

After listening to a message you can:

1. Press 4 to listen to message again.
2. Press 5 to hear the time and date the message was recorded.
3. Press 7 to erase.
4. Press 9 to save.

You can change your PIN, Greeting, or Name anytime or as often as you would like.

# Unlimited



Digital

# Unlimited Zone

**incoming  
& outgoing minutes\***  
in local service area

*only* **\$34.<sup>95</sup>\***

- Unlimited usage and Free long distance to your area code. All other long distance 6¢ a minute.

- 30¢ a minute in the rest of Missouri. Includes nationwide long distance.

Local Service Area

- 70¢ a minute outside of Missouri. Includes nationwide long distance.

**ADD...**  
**Unlimited Nationwide  
Long Distance** to the 48 contiguous  
states from local service area  
for **\$9.95** per month

## Benefits

- Reliable
- Affordable
- Unlimited Minutes

## Bundle Features Pack

**\$1.95 per month**

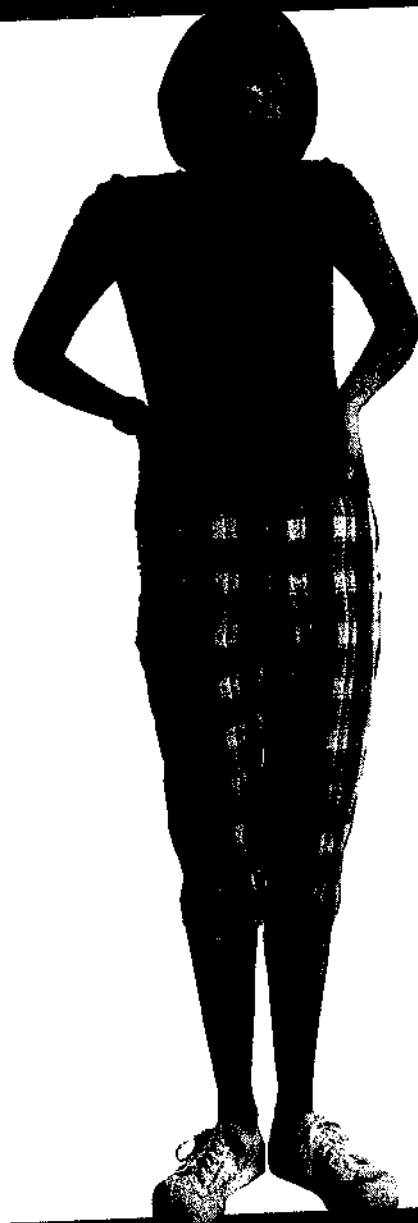
Includes Call Waiting, 3-Way Calling,  
Call Forwarding & Caller ID

## Voice Mail

**\$2.95 per month**

\* Unlimited minutes are in local service area. Nationwide long distance is in the 48 contiguous states. Certain restrictions apply. Ask for details.

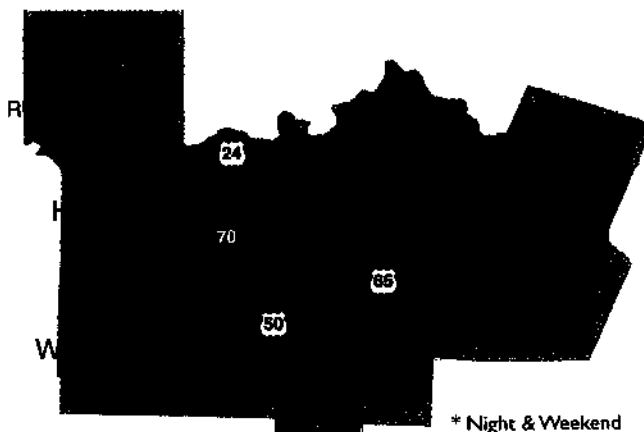
# Local



Digital

# Local

Monthly Access	Package Minutes	Overage
<b>\$19.95/MO.</b>	<b>350 min.</b> 100 plan minutes plus 250 night & weekend*	45¢
<b>\$29.95/MO.</b>	<b>1400 min.</b> 400 plan minutes plus 1000 night & weekend*	45¢
<b>\$49.95/MO.</b>	<b>2000 min.</b> 750 plan minutes plus 1250 night & weekend*	40¢
<b>\$64.95/MO.</b>	<b>2550 min.</b> 800 plan minutes plus 1750 night & weekend*	40¢



\* Night & Weekend  
Local Service Area

## Benefits

- Security
- More Minutes
- Affordable

**Free Long Distance On All Plans**

# Regional



Digital

# Regional

Monthly Access	Package Minutes	Overage
<b>\$34.95/MO.</b>	<b>1200 min.</b> 200 plan minutes plus 1000 night & weekend*	45¢
<b>\$49.95/MO.</b>	<b>1650 min.</b> 400 plan minutes plus 1250 night & weekend*	40¢
<b>\$64.95/MO.</b>	<b>2300 min.</b> 550 plan minutes plus 1750 night & weekend*	40¢



\* Night & Weekend  
Local Service Area

## Benefits

- Flexible
- Moderate Travel
- Small Regional Business

**Free Long Distance On All Plans**



# National



Digital

# National

Monthly Access	Package Minutes	Overage
<b>\$34.95/MO.</b>	<b>1125 min.</b> 125 plan minutes plus 1000 night & weekend*	45¢
<b>\$49.95/MO.</b>	<b>1500 min.</b> 250 plan minutes plus 1250 night & weekend*	40¢
<b>\$64.95/MO.</b>	<b>2100 min.</b> 350 plan minutes plus 1750 night & weekend*	40¢



\* Night & Weekend  
Local Service Area

## Benefits

- Convenient
- Frequent Travel
- Coast-to-Coast Business

**Free Long Distance On All Plans**

# Business



**Mid-Missouri  
Cellular**

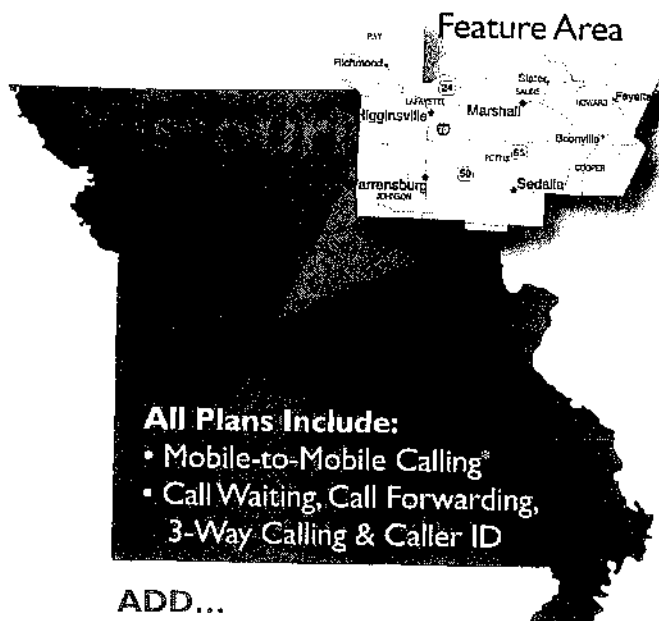
Digital

# Business

Access 1st Line	No. Phones	Minutes Pooled	Overage
\$175	5-15	3,000 statewide minutes	35¢ per minute
\$275	10-30	5,000 statewide minutes	30¢ per minute
\$350	15 plus	7,000 statewide minutes	25¢ per minute

**\$14.95 for each additional line on all plans**

\* 70¢ a minute outside the state of Missouri includes nationwide long distance



## All Plans Include:

- Mobile-to-Mobile Calling\*
- Call Waiting, Call Forwarding, 3-Way Calling & Caller ID

## ADD...

Voice Mail - \$2.95

Unlimited Nights & Weekends\* - \$9.95

Nationwide Toll Free - \$4.95

## Benefits

- Convenient
- More Minutes
- Affordable

\* Night & Weekend & Mobile-to-Mobile calls must originate in feature area.

# Mid-Missouri Cellular

*We've Got You Covered!* MyDigital

## **LIFELINE LOW-INCOME ASSISTANCE PROGRAM**

LifeLine provides a credit to eligible low-income subscribers for monthly telephone charges. Eligible low-income subscribers will receive a reduction of \$1.75 plus credit for the Federal Universal Service Fund charge on their monthly cellular bill. The reduction applies to a single cellular line and the qualifying subscribers will receive the following services: customer will be allowed to make calls to their designated local NPA-NXX; customer will be able to receive calls within the designated seven county service area; access to emergency services; access to operator services. No security deposit is required to initiate LifeLine services.

### **Eligibility Requirements for lifeline:**

The named subscriber must show proof of participation in at least one of these assistance programs in order for that household to receive LifeLine support:

1. MEDICAID
2. Food Stamps
3. Supplemental Security Income (SSI)
4. Federal public housing assistance
5. Low-Income Energy Assistance Program (LIHEAP)

# Mid-Missouri Cellular

*We've Got You Covered!* MyDigital

## LINK-UP LOW-INCOME ASSISTANCE PROGRAM

Link-Up offers eligible low-income subscribers reduced set-up rates for cellular phone service. The reduction is one half off (not to exceed \$30.00) the cellular service activation fee upon initial set up. Link-Up reduction applies to a single cellular phone service only.

### **Eligibility Requirements for lifeline:**

The following requirements shall be used by Mid-Missouri Cellular to determine the eligibility of subscriber for Link-Up Missouri Assistance:

1. Eligible subscriber must not have received this assistance within the last two years.
2. Subscriber must not be a dependent for federal income tax purposes, unless the subscriber is more than 60 years of age.
3. Subscriber is currently receiving MEDICAID/medical assistance payments from the State of Missouri and has provided their Department of social Services Client Number (DCN) to Mid-Missouri Cellular.

MyDigital

## CELLULAR SERVICE AGREEMENT

1500 South Limit  
Sedalia, MO 65301  
Tel: 660-828-1114Hi-Lo Market  
HSE Communication Center  
Warrensburg, MO 64093  
Tel: 660-924-1115779 S. Odell Suite 2  
Marshfield, MO 65340  
Tel: 660-431-1115208 Fargood Ave. Ste. 101  
Troy, MO 64687  
Tel: 660-691-1117

(800) 242-6516 • FAX (660) 620-1116 • e-mail: mallme@mydigital.com • www.mydigital.com

MOBILE  
NUMBERESN  
DEC.ESN  
HEX

Customer Name	
Mailing Address:	Within City Limits Y N
Street Address:	Phone:
City/State:	Zip:
<input type="checkbox"/> Single	Primary Phone Use: <input type="checkbox"/> Business
<input type="checkbox"/> Married	<input type="checkbox"/> Personal
Other Mobile Service:	

INITIAL PAYMENT	
Total Amount	
Security Deposit	
Total Paid	
<input type="checkbox"/> Cash	<input type="checkbox"/> Check <input type="checkbox"/> To Be Billed
<input type="checkbox"/> VISA	<input type="checkbox"/> MC <input type="checkbox"/> Discover
Bill to Mobile #	
Acct./Ck. No.	
Auth. #	

BILL TO: <input type="checkbox"/> Business <input type="checkbox"/> Different	
Address:	Business #
City/State:	Zip:
Contact	Years in Business

SERVICE INFORMATION	
TYPE OF ACCOUNT	
<input type="checkbox"/> Sale	<input type="checkbox"/> Service Only <input type="checkbox"/> Rental <input type="checkbox"/> Demo
Order Date	
Activation Date	
Dealer No.	

CREDIT INFORMATION		Bank References/Loan/Credit Cards (Name, Branch, Phone, Contact)	
1.			
2.			
3.			
SSN	Driver's License		
Employer	Employer Phone		
Occupation	Birthdate / /		
Business Size	Tax Exempt Status (attach certificate)	<input type="checkbox"/> Federal <input type="checkbox"/> County	<input type="checkbox"/> State <input type="checkbox"/> Local

SERVICE COMMITMENT	
Length of Commitment	
Service Commitment Expires	
Early Termination Charge	
I Understand & Agree with the above	
Initials	

WHERE DID YOU HEAR ABOUT US?	
<input type="checkbox"/> Radio (Station)	
<input type="checkbox"/> Television (Station)	
<input type="checkbox"/> Newspaper	<input type="checkbox"/> Drive-By <input type="checkbox"/> Billboard
<input type="checkbox"/> Referral	Mobile #
<input type="checkbox"/> Other	

CREDIT STATUS	- For Mid-Missouri Use Only -	<input type="checkbox"/> Approved	Initials
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PRICING PLAN			Amount	Tag
Activation Fee (One Time Charge)				
Rate Plan	Monthly Service	Plan/N&W Minutes		
CUSTOM CALLING OPTIONAL FEATURES & MONTHLY CHARGES				
<input type="checkbox"/> Call Forwarding	<input type="checkbox"/> 3-Way Calling	<input type="checkbox"/> Detailed Airtime	<input type="checkbox"/> Voice Mail	
<input type="checkbox"/> Call Waiting	<input type="checkbox"/> Caller ID	<input type="checkbox"/> MyDigital Messenger	<input type="checkbox"/> Mobile to Mobile	<input type="checkbox"/> Text Messaging
EQUIPMENT INFORMATION AND CHARGES				
TYPE <input type="checkbox"/> Mobile <input type="checkbox"/> Bag <input type="checkbox"/> Handheld <input type="checkbox"/> Other	Make	Model #	Unlock/Security Code	
Accessories				
e-mail:			Salesperson	
Notes/Specials:			Sub-Total	
			Tax	
			Total Amount	

If signing a 1 or 2 year commitment, must stay on selected rate plan or higher for 12 months. Must live in the Mid-Missouri Cellular licensed areas including Howard, Cooper, Saline, Pettis, Lafayette, Ray and Johnson Counties.

I understand and agree that the above information will be used to establish this application for cellular radio service and/or equipment. I understand that a suitable deposit may be required for service and/or equipment. This application becomes a contract upon the establishment of service. I authorize and instruct any person, consumer reporting agency, credit reporting agency or my local telephone company to compile and furnish Mid-Missouri Cellular with any information it has on my or the entity on whose behalf I am making this application.

Customer Authorization (for Credit Check)

Date

IN MY INDIVIDUAL CAPACITY AND ON BEHALF OF THE ENTITY I REPRESENT, IF ANY, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND ALL OF THE TERMS AND CONDITIONS ON THE FRONT AND BACK OF THIS DOCUMENT AND AGREE TO BE BOUND THEREBY.

If signing on behalf of an entity, I represent that I am a duly authorized representative of the entity shown under "Bill To" above; and I have submitted this application in the capacity indicated as my "Title" below. If I am representing a corporation, I acknowledge that the execution of this document has been authorized by all necessary corporate action.

Customer Authorization

Date

CAPSARY - SALES/AGENT

Title

PINK - CUSTOMER

PART I  
TERMS & CONDITIONS OF CELLULAR SERVICE

Missouri RSA No. 7 Limited Partnership d/b/a Mid-Missouri Cellular, hereinafter referred to as MMC, provides cellular service on the terms and conditions specified herein and at rates and charges established from time to time. Every use of the term "you" or "your" in this document includes you, individually, as well as any company or entity on whose behalf you are acting in submitting this application for service and/or equipment. Both you and your company are jointly and severally liable under this agreement.

1. **Availability of Service** - Service is generally available to cellular mobile radio units (cellular telephones) equipped for this service when within range of cell sites located in the service area. Service is furnished for use by you or your authorized user. Orders, including those which involve the start, change or discontinuance of service, will be accepted by MMC only from you and only in writing. You have no property right in the telephone number assigned to the mobile unit; the telephone number may not appear in more than one mobile unit. MMC reserves the right to assign, designate or change such number when, in its sole opinion, such assignment, designation or change is reasonably necessary to the conduct of its business. In addition, MMC reserves the right to assign all or any part of its rights and obligations hereunder to any entity at its sole discretion.

2. **Service Commitment** - You have contracted to have MMC provide you service for the term specified on the front of this document under the heading of Service Commitment. The term of your Service Commitment begins with the first day your service is activated. At the end of your Service Commitment, the term of this Agreement shall be deemed automatically renewed on a month-to-month basis on the same terms and conditions contained herein, and shall continue until terminated by either party. If you have contracted for a service commitment other than on a month-to-month basis, you have received certain benefits from MMC in exchange for such service commitment. You understand and agree that the damages MMC will suffer arising out of any breach of your service commitment will be difficult, if not impossible, to determine. THEREFORE, IF YOU TERMINATE YOUR SERVICE BEFORE EXPIRATION OF THE TERM OF YOUR SERVICE COMMITMENT, YOU HEREBY AGREE TO PAY THE EARLY TERMINATION CHARGES FOR LIQUIDATED DAMAGES, AND NOT AS A PENALTY, IN THE AMOUNT SPECIFIED ON THE FRONT OF THIS DOCUMENT TO COMPENSATE MMC FOR ITS COSTS OF ACTIVATION OF YOUR SERVICE, INSTALLATION, ANTENNA, FREE MINUTES OF USE AND/OR OTHER SERVICES WHICH WERE PROVIDED BY MMC TO YOU AT NO CHARGE OR AT A REDUCED CHARGE IN EXCHANGE FOR AND IN RELIANCE UPON YOUR AGREEMENT TO THE SERVICE COMMITMENT. You cannot assign your service contract and your service commitment without the consent of MMC. Except for the special services offered in exchange for your service commitment, MMC reserves the right to increase any and all rates upon 30 days notice to you.

3. **Deposits** - MMC may require you to make a suitable deposit to be held by MMC to secure the payment of all sums due hereunder as well as the performance of all other obligations you may have to MMC whether now or existing or hereafter arising. MMC may apply your deposit against your bill or any other amount you owe MMC at any time. MMC agrees to return your deposit after 12 consecutive timely payments have been made. Until this requirement is met, MMC has the right to retain your deposit. MMC specifically reserves the right to require a deposit or increased deposit for continuation of service at MMC's sole discretion.

4. **Rates, Charges and Payment** - You will receive monthly bills which are due and to be paid in full on the due date shown on the bill. You are responsible to pay MMC for all charges for cellular airtime usage, including cellular airtime charges used on other systems (roamer charges), recurring monthly access charges, if any, optional features, any applicable toll charges resulting from the origination of mobile calls, collect calls and any other charges or calls billed to your access number. In addition, any applicable federal, state and local use, excise, sales or privilege taxes or similar liabilities chargeable to or against MMC as a result of the provision of MMC's services hereunder to you shall be charged to and payable by you. You accept responsibility for incoming calls to your cellular telephone from the time the line is seized. Chargeable time for calls originated by a cellular telephone begins when a connection is established to the carrier facilities, regardless of whether the call is completed. Airtime rates vary by market. There is a minimum charge for each connected call. Airtime is billed in increments that vary by market. Actual airtime usage is rounded up to the next increment for billing purposes. MMC reserves the right to increase any and all rates upon thirty (30) days' written notice to you. You may elect to change your rate plan to another generally available rate plan of MMC at any time during the term of this agreement.

5. **Nonpayment/Breach** - A late payment charge of the lesser of one and one-half percent (1 1/2%) per month, or the maximum rate permitted by law, may be applied to each of your service bills not paid by the due date. The late payment charge is applied to the total unpaid amount carried forward to a subsequent bill. A charge of \$10.00 will be made by MMC for any check or other negotiable instrument tendered by you and returned unpaid by a financial institution for any reason, and MMC may demand payment by money order, cashier's check or similarly secure form of payment, at MMC's discretion. If MMC obtains the services of a collection agency or attorney to assist MMC in remedying your breach of this agreement, including but not limited to the non-payment of charges hereunder, this expense will be paid by you.

6. **Credit Information** - You consent to the disclosure of account information to or from credit reporting agencies, credit bureaus, private credit reporting associations, or to or from other providers of cellular service.

7. **Termination of Service** - You may terminate service by notifying MMC in writing. If you terminate service before the completion of any service commitment other than a month-to-month term, you agree to pay the early termination charge to MMC for liquidated damages in the amount set out on the front of this document and as described in paragraph 2 herein. Upon non-payment of sum due MMC hereunder or for any other service, repairs or equipment furnished in connection with your cellular phone, or upon a violation of any of the conditions of this contract, MMC can, upon written notice, terminate or temporarily discontinue your service under this contract without notice without incurring any liability. Upon written notice, MMC may terminate service in the event of your insolvency, receivership, voluntary or involuntary bankruptcy, assignment for the benefit of creditors, sale of substantially all of your assets, or your use of services furnished by MMC for any unlawful purpose or for any purpose prohibited under the provisions of any regulatory order. Service may be refused or discontinued without notice and without liability to MMC in the event that (1) the service is used in such a manner that will adversely affect MMC service to others or is otherwise in violation of any FCC rule or regulation; (2) any court of competent jurisdiction or any federal or state regulatory authority of competent jurisdiction prohibits MMC from furnishing service; (3) services are not available from the network provider or its successors; (4) your credit information provided to MMC is inaccurate; (5) MMC becomes aware of facts indicating that your credit standing has deteriorated and you refuse or unwilling to provide a deposit or increased deposit at the request of MMC; or (6) there exists any evidence of fraudulent use of the service.

8. **Cellular Telephones** - Except as provided in Part II below, MMC is not responsible for the installation, operation, quality of transmission or maintenance of your cellular telephone. If your equipment is stolen, you are responsible for all cellular service charges until the theft is reported to MMC directly by calling the customer service number at 1-800-242-5516. You understand that in the event of non-payment of charges, the cellular radio system may be programmed to refuse service to the equipment on which the delinquent charges were incurred until payment in full is made. You agree to advise any prospective purchaser of the equipment of any such charges outstanding.

9. **MMC Limitations and Conditions of Liability** - Service may be temporarily interrupted, delayed or otherwise limited due to (1) transmission limitations caused by atmospheric and other conditions; (2) the availability of radio frequency channels; (3) system capacity limitations; (4) coordination with adjacent cellular systems; (5) equipment modifications, upgrades, relocations, failures, repairs and/or similar activities; and (6) negligence of MMC. MMC therefore assumes no duty to provide uninterrupted service to you and your authorized user. MMC shall have no liability and no credits shall be given for interruptions, delays or failures in transmission arising out of any of the above referenced conditions, nor shall MMC have any liability or responsibility to grant credits for interruptions, delays or failures in transmission arising out of (1) your negligent or willful act; (2) the failure of equipment or service provided through MMC facilities or (3) acts of God, fire, riots, acts of Government authorities or other causes beyond the control of MMC. You agree that the liability of MMC, if any, for interruptions, delays and failures in transmission of service to you whether caused by the negligence of MMC or any other manner except for your negligence or willful act is hereby limited to the allowance of a credit in the form of an adjustment for no more than the charges billed by MMC to you for cellular services for the period during which the service problem occurred, except that no credit shall be given for recurring monthly charges, if any, for a service problem of less than 24 hour duration. No credit shall exceed the cellular service charges billed for the period during which the service problem occurred. MMC has the right to require that credits be applied for upon written request and to deny any request for credit for an alleged service problem where the evidence of such problem is inconclusive, or the request is otherwise unwarranted or insufficient. Except as provided above, you hereby agree that MMC shall not be liable for, and shall be held harmless by you from and against, and you agree to indemnify MMC for any and all claims and damages, of every kind, including specifically special or consequential damages, arising out of the use of any service and/or equipment provided under this contract, as well as any damages arising out of or attributed, directly or indirectly, to service problems. You understand that for an additional fee, speakerphone equipment is available from numerous sources. This service enables you to use your cellular telephone without holding a receiver, thereby allowing you to use both hands while operating your motor vehicle.

10. **Governing Law** - This Agreement shall be governed by the laws of the State of Missouri.

PART II  
TERMS & CONDITIONS FOR SALES OF CELLULAR EQUIPMENT

In addition to the terms and conditions in Part I, the following provisions apply to sales of cellular equipment.

1. **Acceptance** - This document is an offer by you, which will become a contract when accepted by MMC.

2. **Delivery, Installation and Title** - You will be required to deliver your vehicle to the location agreed to for installation services. Upon receipt of payment in full, title to the equipment shall transfer to you. To the extent that less than full payment for equipment is not tendered herewith, you grant to MMC a purchase money security interest in the equipment ordered under this agreement and in the proceeds thereof in the amount of the equipment purchase price.

3. **Limited Warranty** - MMC is the owner of the equipment free from all liens and encumbrances other than any purchase money security interest retained by MMC supplier(s). EXCEPT AS PROVIDED IN ANY APPLICABLE, EFFECTIVE MANUFACTURER'S WARRANTY, OR AS OTHERWISE PROVIDED IN THIS PARAGRAPH, MMC MAKES NO WARRANTIES OF ANY KIND, STATUTORY, EXPRESS OR IMPLIED, TO YOU OR TO ANY OTHER PURCHASER OR LESSEE OF THE EQUIPMENT. WITHOUT LIMITING THE FOREGOING, MMC SPECIFICALLY MAKES NO WARRANTY THAT THE EQUIPMENT SOLD HEREUNDER IS FIT FOR ANY PARTICULAR PURPOSE. YOU AGREE THAT THE LIABILITY OF MMC FOR ANY BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART OF THE EQUIPMENT SOLD HEREUNDER. YOU HEREBY WAIVE ALL OTHER WARRANTIES, GUARANTEES, CONDITIONS OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, WHETHER OR NOT OCCASIONED BY MMC NEGLIGENCE AND INCLUDING WITHOUT LIMITATION, LIABILITY FOR ANY LOSS OR DAMAGE RESULTING FROM THE INTERRUPTION OR FAILURE IN THE OPERATION OF ANY EQUIPMENT PROVIDED HEREUNDER. MMC is not liable for damages to your vehicle which may result from installation or service or equipment by any person who is not an employee of MMC.

4. **Payment Terms** - Payment is due in full with the execution of this order by you or as otherwise agreed to by the parties. A monthly late charge shall accrue on any amount remaining unpaid, at the lesser of one and one-half percent (1 1/2%) per month or the maximum permitted by applicable law.

5. **FCC Matters** - You are solely responsible for compliance with FCC rules and with the rules and regulations of any other federal, state or local regulatory agency. Neither MMC nor any of its employees is an agent or representative of you in FCC matters or otherwise.