



214 S Main St Rock Port, MO 64482

ph: 660.744.5343 toll free: 877-405-8070 www.mwdata.net

Midwest Data Center (MDC) requires that you maintain a physical address within Atchison, Gentry, Holt, Nodaway and Worth counties in order to continue service. MDC reserves the right at any time for any reason, including excessive usage outside MDC Local Coverage Area, to discontinue service provided, or change customers' plan and features, with 30-day notice to customer.

If signing on behalf of an entity, I represent that I am a duly authorized representative of the entity shown under "Billing Name". If I am representing a corporation, I acknowledge that the execution of this document has been authorized by all necessary corporate action.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS CONTRACT AND AGREE TO BE BOUND THEREBY.

Subscriber Signature:

_____ Date: _____



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PART I: TERMS & CONDITIONS OF CELLULAR SERVICE

Midwest Data Center (MDC) provides fixed cellular service on the terms and conditions specified herein and at rates, and charges established from time to time. These terms of service are subject to change. Any changes to the terms and conditions of service are effective when we publish them on our website or monthly bill. If you activated your cellular services before the effective date of these terms and conditions, these terms and conditions replace and supersede any previous terms and conditions. Every use of the term "you" or "your" in this Contract includes you, individually, as well as any company or other entity on whose behalf you are acting in submitting this application for service and/or equipment.

ACCEPTANCE - You agree to the then current terms and conditions of service when you do any of the following: (1) sign a contract with us on paper or electronically; (2) tell us orally or electronically that you accept; (3) activate services or attempt to use our services (including, without limitation, attempting to place a call on the MDC network, or off the network when roaming, including "911" or similar calls); (4) pay for the services; (5) open any package or start any program that says you are accepting the contract when doing so; and (6) use your service after making any change or addition in your service plan or equipment.

AVAILABILITY OF LIMITED SERVICE - Service is generally available to cellular mobile radio units (also referred to as cellular telephones or fixed wireless devices) equipped for this service and when within the range of cell sites located in the service area. Even within the service area of a cell site, many factors can affect the availability and quality of your service, including network capacity, your device, terrain, buildings, foliage and weather. Service is furnished for use by you or your authorized user. A telephone number may not appear in more than one mobile radio unit. Orders including those which involve the start, change or discontinuance of service, will be accepted by MDC only from you or your authorized user. If you port a number to MDC, MDC may not be able to provide some services right away, such as 911 location services.

SERVICE NUMBER - You have no property right in the service number. MDC reserves the right to assign, designate, or change such number when in its sole judgment, such assignment, designation or change is reasonably necessary in the conduct of its business. MDC will give you prior notice of any such number



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change. You may not: (1) modify the number we program into any phone or other equipment; (2) transfer or duplicate the number to any phone or other equipment other than that authorized by us or as expressly allowed by the rules and regulations of the Federal Communications Commission regarding number portability; or (3) transfer the number to any other individual or entity without our permission.

DEPOSITS - At any time, MDC may require you to make a suitable deposit to be held by MDC, and you hereby grant MDC a security interest in such deposit, to secure the payment of all sums due hereunder and on other accounts for which you are responsible for payment, as well as for the performance of all other obligations you may have to MDC, whether now existing or hereafter arising. Upon termination of service, or after 1 year of good payment history, up to the discretion of MDC, MDC may apply your deposit against the outstanding amounts due hereunder, or against the outstanding amounts due on any other account-for which you are responsible for payment, or any other amounts you owe MDC. The balance of the deposit, after all obligations to MDC have been satisfied shall be returned to you. MDC may require an additional deposit at any time during your service commitment.

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 MDC for all charges assessed to your fixed wireless device, including, recurring monthly access, optional features, if any, toll charges assessed to your mobile number, collect calls to fixed wireless device, roaming administrative charges, interconnection/land charges, applicable taxes and other charges for calls billed to your service number or fixed wireless device.

PAYMENT TERMS -You must pay, by each invoice date, all charges for services provided to each fixed wireless device that our records show you activated no matter who actually uses or has possession of fixed wireless devices at the time services are provided. A monthly late charge shall accrue on any amount remaining unpaid, at the lesser of one and one half percent (1 ½%) per month or the maximum rate permitted by applicable law. If you have authorized payment for services or equipment by credit card or by debiting a bank account, no additional notice or consent is required before we invoice your credit card or debit your bank account, for all amounts (including any late charges, reactivation charges, taxes or other regulatory related charges) due to us or billed by us on behalf of a third party. You must promptly notify us of any change in your address, the credit card used for payment, or the bank account used for bank debits.



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TAXES - The price of the Service does not include sales, use, excise, ad valorem, property or any other tax now or which may be hereafter imposed, directly or indirectly, by any governmental authority or agency with respect to the Service. Customer shall pay such taxes directly or reimburse MDC for any such taxes which MDC may be required to collect or pay immediately upon the invoicing of any such taxes. Some cities may also impose a telephone license tax or gross receipt tax. Federal, State and Local taxes as well as other fees also apply. Taxes imposed by governmental authorities may change without notice.

NON-PAYMENT/BREACH - A charge in an amount of no less than \$30.00 will be made by MDC for any check or other negotiable instrument tendered by you and returned unpaid by a financial institution for any reason, and MDC may demand payment by money order, cashier's check or similarly secure form of payment, at MDC's discretion. You shall pay to MDC all costs and expenses, including without limitation, reasonable attorneys' fees, the fees of any collection agency, and court costs incurred by MDC in exercising any of its rights or remedies hereunder. The collection fee shall in no event exceed the amount prescribed by law.

TERMINATION OF SERVICE - You may terminate service by notifying MDC.

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NUMBERS THAT HAVE BEEN DEACTIVATED ARE NOT CURRENTLY ACTIVE WIRELESS SERVICE NUMBERS AND CANNOT BE PORTED.



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UNLIMITED VOICE SERVICES - Unlimited voice services (if applicable) are provided solely for live dialog between two individuals. Unlimited voice services may not be used for conference calling, call forwarding, monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, or other connections which do not consist of uninterrupted live dialog between two individuals. If we find that you are using an unlimited voice service offering for other than live dialog between two individuals, we may, at our option, terminate your service or change your plan to one with no unlimited usage components. We will provide you with notice that we intend to take any of the above actions.

You understand that in the event of non-payment of charges, your service may be suspended and 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. We may change a fixed wireless device's software or programming over the air without notice and without your prior consent. This might affect data stored on your fixed wireless device, or the way you've programmed it. Your fixed wireless device may also contain software that prevents it from being used with any other company's wireless service, even if you leave us. Your fixed wireless device may not be compatible with another wireless carrier's network and may not be capable of accessing all services or features offered by MDC or another wireless carrier.

PRIVACY - MDC may collect personal information about you. MDC also may gather some information through our relationship with you, such as information about the quantity, technical configuration, type, destination and amount of your use of our telecommunications services. You can find out how we use, share, and protect the information we collect about you in the MDC Privacy Policy, available at www.MDCCell.com.

MDC LIMITATION AND CONDITIONS OF LIABILITY; INDEMNITY - Service may be temporarily interrupted, including dropped calls, 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 companies; 5) equipment modifications, upgrades, relocations, failures, repairs and/or similar activities; and 6) negligence of MDC. MDC therefore assumes no duty to provide uninterrupted service to you or your authorized user. **MDC makes no representations or warranties, express or implied, including, to the extent permitted by applicable**



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law, any implied warranty of merchantability or fitness for a particular purpose, about your service, your fixed wireless device, or any applications you access through your fixed wireless device. MDC shall have no liability and no credits shall be given for any of the above referenced conditions arising out of interruptions, delays, or failures in transmission as well as: 1) your negligent or willful act; 2) the failure of equipment or service not provided through MDC facilities; or 3) the failure of services not provided to MDC; or 4) acts of God, fire, riots, Government authorities or other causes beyond the control of MDC.

You agree that the liability of MDC, if any, for delays and failure in transmission of service (service problems) to you, whether caused by the negligence of MDC or otherwise, is hereby limited to the allowance of a credit in the form of an adjustment for no more than the charges billed by MDC to you for service 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 hours duration. No credits shall be given for dropped calls. MDC 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 MDC shall not be liable for, and shall be held harmless by you from and against, and you agree to indemnify MDC for, any and all claims and damages, of every kind, personal injury and 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 or use of the service and/or equipment by you and any third party.

GOVERNING LAW - This Contract shall be governed by the laws of the State of Missouri.

LONG DISTANCE INDEMNIFICATION - Calling plans which include long distance service are based upon the use of MDC's designated long distance carrier. Designation of an alternate long distance carrier by you may result in your incurring toll charges even under such calling plans. MDC will not be responsible for any charges incurred by you with another distance carrier or any other charges.



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