

## Terms and Service Policy



# CENTRAL STATES SECURITY, LLC – 2018 D.B.A.; MIMO

This is a contract between you and Central States Security, LLC – D.B.A.; MIMO. It spells out the terms and conditions which apply to your use of the Internet access services provided by CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO for the service plan that you have selected. \*TERMS AND DURATION OF CONTRACT ARE HERIEN PROVIDED AS AN ATTACHMENT TO THIS CONTRACT AS: **Invoice #:** XXXX and are a period of 1 year (12 months).

In addition, please note that your access to, use of or acceptance of a product, service or benefit through web sites, web pages and web services operated by CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, its affiliates or partners the CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Sites may be subject to additional terms, policies and rules contained within the CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO sites or otherwise made available to you.

By opening a CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, Internet Services account under your name or by using CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, Internet Services you are agreeing to be legally bound by and abide by the terms of this Agreement. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU MAY NOT SUBSCRIBE FOR, ACCESS OR USE THE CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, SERVICES AND YOU MUST IMMEDIATELY TERMINATE YOUR CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, INTERNET SERVICES ACCOUNT, IF YOU HAVE ONE.

## Amendments to this Agreement

CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, reserves the right to update or change this Agreement at any time. CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO will use reasonable efforts to publish any changes on its Web Site at <http://www.mimokc.com>, before any changes become effective. You are responsible for regularly reviewing the CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, Internet Services Web Site to obtain notice of changes. If any change is unacceptable, you may cancel CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, Internet Services. If you do not cancel your service before the effective date of the amendment, you will be conclusively deemed to have accepted the changes. Please note that most offers are introductory in nature and are valid for the first 6 months of the contract term.

## Your Account

You represent and warrant that you have reached 18 years of age and that you possess the legal right and ability to enter into this Agreement and use the CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, Internet Services in accordance with this Agreement.

As the CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, Internet Services account holder, you are responsible for your account and the maintenance of all passwords related to your account. You are solely responsible and liable for any and all activities that occur under your account, including all activities of any sub-account holders. You are also responsible for maintaining the confidentiality of your account and all passwords related to your account. You agree to immediately notify CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, of any unauthorized use of your account or any passwords related to your account or of any other breach of security and to provide assistance to CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, as requested, to stop and/or remedy any breach of security.

## Customer Information

You agree to provide true, current, accurate and complete customer information as prompted by CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, and you agree to promptly notify CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, of any changes to this information as required to keep it current, complete and accurate.

## Billing and Payment

You agree to pay all fees and charges incurred which relate to the provision and/or use of the CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, Internet Services through your account, in accordance with the rates, terms and conditions established from time to time by CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, that are applicable to the service plan which you have selected. Such rates, terms and conditions will be posted on the CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, "Internet Services" Web Site or otherwise made available to you by CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO.

Available billing and payment options may vary depending on your location and CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, reserves the right to modify the forms of payment it will accept, at any time, in its sole discretion. If payment is not received by CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO by this due date, interest shall accrue on the outstanding amount at a rate which is the lesser of 1.25% per month (16.07% compounded annually) and the maximum permitted by law. If a pre-authorized bank

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(or other financial institution) account debit (a "Bank Account Debit"), where applicable, is returned unprocessed to CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, reserves the right to apply a returned payment fee of \$20.00, plus applicable taxes, to your account.

Your right to use the CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, Internet Services is subject to any limits established by your credit card issuer or financial institution, if applicable. By using a credit card, Bank Account Debit, or other payment method you expressly authorize CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO or its agents to charge all fees and charges incurred by you under this Agreement to such card, account or other payment method and such authorization will survive termination of this Agreement until there are no charges owing by you under this Agreement. If you use a credit card, Bank Account Debit or other payment method and CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, does not receive payment from the card issuer or its agents, the financial institution or its agents, or through the other payment method, as applicable, you agree to pay all amounts due, upon demand by CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO.

You agree to pay all costs incurred by CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, in the collection of any delinquent charges due under this Agreement or in the enforcement of this Agreement, including without limitation, lawyers' fees.

Any failure of CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, to provide you with a bill or statement does not affect your responsibility to pay any charges. Unless you notify CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, of any errors in any billing within 10 days after they first appear on your bill or statement, they will be deemed accepted by you. Without limiting anything else in this Agreement, you agree to release CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, from any and all liability and claims of loss resulting from any errors, discrepancies or irregularities that are not reported to CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, within 10 days of the publication date of the applicable bill or statement.

CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, Internet Service is a prepaid, pay as you go, service. You must keep a positive balance on your CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, account to continue using the service, or service will be interrupted. CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, Internet Service expires within a certain time period and/or after the bandwidth limit has been reached as disclosed in the Terms of Service. Prior to expiration, you may extend the expiration period by purchasing additional CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, Internet service. CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, Internet Service is non-refundable, and no refunds or other compensation will be given for cancelled, terminated, or unused services unused bandwidth is not redeemable for cash. Unused bandwidth does not roll-over and cannot be applied towards previous or future billings. Applicable taxes and fees will be included in CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, billings. Although our policy is no refunds, if there is a dispute or a question on a charge on your statement, please contact us at: 1.913.717.6466.

## Service Limitations

The CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, Internet Services offer a variety of access speeds and service plans. All services are subject to the availability of suitable equipment and facilities and consequently all services are not available at all locations. Final confirmation of service availability for CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, Internet Services high speed services cannot occur until the CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, Internet Services high speed equipment is installed at your premises. If such equipment is installed by a CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, installer, you hereby authorize the installer to disclose to CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, the necessary information to confirm service availability for your premises. It is your responsibility to ensure that your equipment and software meet the current minimum system requirements specified by CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, as being necessary for access to the CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, Internet Services. From time to time, the equipment and/or software required to access the CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, Internet Services may change. Accordingly, your equipment and/or software may cease to be adequate to access the CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, Internet Services. In such circumstances, your sole remedy is to terminate your CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, Internet Services account. You are not permitted to operate an e-mail, web, news or other similar server through a CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services high speed service, except as specified by CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO. Reverse engineering of the CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services high speed service is not permitted. CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO does not guarantee that the CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, Internet Services will operate with all equipment or software, including without limitation all Internet applications and appliances.

## Bandwidth Limitations - Fair Access Policy

CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, reserves the right to suspend or terminate accounts, where data consumption is not characteristic of the described tier provided as: INVOICE 556, Service as determined by the company in its sole discretion. CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO has established a monthly data consumption threshold for the

COMMERCIAL PLAN of  N/A  and for the BUSINESS PLAN a threshold of  N/A . The total bandwidth allowance is divided as follows: Residential Plan -  N/A , Business Plan -  N/A . Use of the Service in excess of the bandwidth threshold per month is excessive use and is a violation of the Policy. Any transfer that exceeds this limit in whole or per download and/or upload limit will be slowed down or turned off. CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO is not required to give notice before changing or turning off service connections. Common activities that may cause excessive data consumption in violation of this Policy include, but are not limited to, numerous or continuous bulk transfers of files and other high capacity traffic using (i) file transfer protocol (FTP), (ii) peer-to-peer applications, and (iii) newsgroups. You must also ensure that your use of the Service does not restrict, inhibit, interfere with, or degrade any other person's use of the Service, nor represent (as determined by CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, in its sole discretion) an overly large burden on the network. In addition, you must ensure that your use of the Service does not limit or interfere with CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, ability to deliver and monitor the Service or any part of its network. If you use the Service in violation of the restrictions referenced above, that is a violation of this Policy. In these cases, CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, may, in its sole discretion, suspend, terminate or bill your Service account or request that you subscribe to an advanced version of the Service (such as a commercial grade Internet service, if appropriate) if you wish to continue to use the Service at higher data consumption levels. CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO may also provide versions of the Service with different speed and data consumption limitations, among other characteristics, subject to applicable Service plans. CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, determination of the data consumption for Service accounts is final. CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, reserves the right to alter speeds in order to maintain fair access to all users without notice. Advertised speeds are up to and are not guaranteed.

## **General Practices and Limits.**

You acknowledge that CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO may establish general practices and limits concerning use of the CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services, including without limitation the maximum size of any e-mail message that may be sent from or received by a CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services account, the maximum disk space that will be allotted on CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO servers on your behalf, the maximum amount of data that may be sent from or received by a CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services account and the maximum number of days that e-mail messages will be stored CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO servers. Such general practices and limits shall be posted on the CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services Web Site or otherwise made available to you. You agree to comply with all such general practices and limits. You acknowledge that such general practices and limits may differ for different portions of the CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services and may be set at different levels for different users based upon factors that may be determined in CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO sole discretion. CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice. You further agree that violating such practices or exceeding such limits may result in suspension, restriction or termination of your account or the imposition of additional charges.

## **CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Equipment**

The high-speed equipment Radio Equipment and Antenna and associated components are provided for your use as part of the CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services high speed service and are at all times owned by CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO. You hereby agree not to sell, transfer, lease, assign any interest in, or encumber all or any part of the CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO-owned high-speed equipment.

## **Customer Equipment and Software**

The CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services high speed service must be connected to a suitable PC at your premises. You must ensure that there is a suitable free slot available in your computer, or an available Ethernet card (integrated or expansion card) prior to arrival of the CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO installer at your premises. You are required to show that your computer is functioning properly prior to CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO doing any work on your computer (where applicable). You agree that CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO is not responsible for any damage to or loss of your data, equipment or software arising from installation or maintenance of the CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services or from other services provided at your premises. CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO recommends that you back-up all existing computer files by copying them to a different storage device prior to the installation or maintenance of any CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services high speed equipment or software. The CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services high speed service may interrupt the functioning of some home or business systems which use cordless phone line(s). You agree that CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO is not responsible for any such problems or interruptions. You acknowledge and agree that, except as otherwise explicitly stated in this Agreement, CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO is not responsible for the installation, operation, maintenance or support of any equipment or software owned or used by you, including without limitation any equipment or software used in connection with the CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services.

## **Software Supplied by CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO**

You agree that any and all software and documentation that forms part of the CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services or that is supplied by CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, its agents or representatives for use in connection with the CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services (the "Software") is protected by applicable intellectual property laws, remains the sole property of CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO or its suppliers and is supplied subject to the terms of this Agreement, including without limitation the Disclaimers and Limitation of Liability herein, and the terms of any applicable Software license made available to you by CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO. Unless otherwise authorized by CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO or in the applicable Software license, you agree not to:

- copy, modify, rent, lease, loan, sell, assign, sublicense, grant a security interest in or otherwise transfer any right or interest in the Software;
- distribute, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover the source code, of the Software;
- remove any proprietary notices or labels on or in the Software; or
- Allow any other person or entity to engage in any of the foregoing activities.

## **Support**

The CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services Help Desk will provide telephone assistance on a reasonable efforts basis, via the telephone number and during the hours specified on the CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Web Site. Assistance is limited to your problems using the CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services and may exclude problems related to certain equipment and software, as specified by CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, in its discretion. CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO cannot guarantee the resolution of any particular problem or CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services interruption. During the term of this Agreement, CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO will provide on-site support (including, at CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO'S option, repair or replacement of equipment that is defective in material or workmanship) for all CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO-owned equipment.

In regard to this agreement, as described in attachment labeled INVOICE: 556, CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO. will at its own expense make any site visits, equipment repairs, network configurations necessary to ensure that the services (as described in this contract) remain in compliance.

## **Content Warning**

You acknowledge that the CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services provide access to content, information and materials that are uncensored. You acknowledge that some of the content, information and material that is available through the CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services and the Internet may be inaccurate, offensive, harmful or in violation of applicable laws. CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO recommends that minors using the CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services be supervised by an adult.

## **Acceptable Use of the CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services**

The CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services may be used only for lawful purposes. You agree that you will not:

- post, upload, reproduce, distribute or otherwise transmit unauthorized or unsolicited commercial e-mail, junk or bulk e-mail, chain letters or other "spam";
- engage in threats, harassment, intimidation, stalking or abuse of others; scan or probe another computer system;
- obstruct or bypass computer identification procedures;
- engage in unauthorized computer or network trespass;
- export equipment, software or data outside of Canada or the United States in contravention of applicable export control legislation;
- post, upload, reproduce, distribute or otherwise transmit information or materials where such activity gives rise to civil liability, or otherwise violate the rights or assist others to violate the rights of CENTRAL STATES SECURITY, LLC –

D.B.A.; MIMO or any third party; such violations include but are not limited to engaging in copyright infringement, trademark infringement and defamation;

- post, upload, reproduce, distribute, or otherwise transmit information or materials where such activity constitutes a criminal offence, or otherwise engage in or assist others to engage in any criminal offence; such offences include, but are not limited to, communicating hatred, pyramid selling, unauthorized use of a computer, mischief in relation to data, fraud, obscenity and child pornography;
- engage in or assist others to engage in any activity that otherwise violates established or accepted network etiquette, violates applicable charters, FAQs, policies, rules or guidelines of CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services or other parties, disrupts or threatens the integrity, operation or security of the CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services or any computer or Internet system, elicits complaints from other Internet users, is contrary to any law or regulation or, in the sole judgment of CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services, is otherwise objectionable;
- Otherwise violate CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO's Acceptable Use Policy at [www.mimokc.com](http://www.mimokc.com) as it may be updated from time to time.
- use or register CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO's trade-marks, trade names or logos, including without limitation any such trade-marks, logos or service marks displayed on any web site(s) operated by CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, without CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO'S express prior written permission;
- share, resell, reproduce, copy, distribute, redistribute, or exploit for any commercial purposes, any portion of, use of or access to, the CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services, except where expressly authorized by CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO;
- Allow any other person or entity to engage in any of the foregoing activities while using your CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services account.

If at any time you become aware of any violation, by any person or entity, of the acceptable use rules set out in Section 39 above, which involves your account, you agree to immediately notify CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO and provide CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO with assistance, as requested, to stop and/or remedy such violation. Without limiting any of CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO'S rights to suspend, restrict or terminate your CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services account as described elsewhere in this Agreement, CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO may suspend, restrict or terminate your CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services account without notice if, in CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO sole and absolute discretion, you have violated any of the acceptable use rules set out in Section 39 above. You acknowledge and agree that CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO shall not be responsible or liable to you or any third party for any suspension, restriction or termination of your account.

## Proprietary Rights

You acknowledge that content, including but not limited to text, software, music, sound, photographs, video, graphics or other material accessed through the CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services or the Internet is protected by applicable copyrights, trade-marks, patents, trade secrets and/or other proprietary rights and laws. You further acknowledge that, except where expressly stated otherwise, all programs, services, processes, designs, technologies, materials and all other things comprising the CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services are owned by WISPREN CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, its licensors or its suppliers and are protected by applicable copyrights, trade-marks, patents, trade secrets and/or other proprietary rights and laws. CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO does not claim ownership of information, materials, software or other content (collectively, the "Content") that you post, upload, input, provide, submit or otherwise transmit to CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO or any third party, using the CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services. However, you agree that by posting, uploading, inputting, providing, submitting or otherwise transmitting the Content to CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO or any third party, using CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services, you have thereby granted CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO a royalty-free, non-exclusive license to use, copy, distribute, transmit, display, edit, delete, publish and translate such content to the extent reasonably required by CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO to provide the CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services to its customers or to ensure adherence to or enforce the terms of this Agreement. You acknowledge that, except where otherwise specified by CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, IP addresses and e-mail addresses assigned to you by CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO during the term of this Agreement remain the property of CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO at all times. You understand that the technical processing and transmission of the CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services, including your content, materials or other information, may involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices. You further acknowledge that any content, materials or information that you may access through the CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services may be subject to "caching" at intermediate locations on the Internet.

## Compliance Measures

# CENTRAL STATES SECURITY, LLC – 2018 D.B.A.; MIMO

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You acknowledge that CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO has no obligation to censor or monitor use of the CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO'S Internet Services by you, any customer or any third party, including without limitation any obligation to censor or monitor any content, material or other information sent, received or accessible through the CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services or the Internet. However, you agree that CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO has the right to, without notice, monitor use of the CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services and monitor, review and retain such content, material or information if CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO believes in good faith that such activity is reasonably necessary to provide the CENTRAL STATES SECURITY, LLC – D.B.A.; MIMOCENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Services to customers, ensure adherence to or enforce the terms of this Agreement, comply with any laws or regulations, respond to any allegation of illegal conduct or claimed violation of third party rights, or protect itself or others. In the event that CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO receives a complaint relating to use of the CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services by a customer, CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO may, in its sole and absolute discretion and without notice or liability, investigate the complaint, restrict, suspend or terminate the account(s) involved and/or remove any content, information or materials from its servers. You agree that CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO may, without notice or liability, disclose to third parties any customer information or any content, information or materials associated with a CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services account, if CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO believes in good faith that such activity is reasonably necessary to provide the CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services to customers, ensure adherence to or enforce the terms of this Agreement, comply with any laws or regulations, respond to any allegation of illegal conduct or claimed violation of third party rights, or protect itself or others.

## Service Changes

CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO reserves the right to change the CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services charges, service plan features, e-mail addresses, minimum equipment and software requirements and any other aspect of the CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services at any time, without notice or liability, at CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO's sole and absolute discretion. If you do not agree to such changes, your sole remedy will be to terminate your CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services account (see Section 57).

## Disclaimers

**YOU ACKNOWLEDGE AND AGREE THAT:** ALL USE OF THE CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO INTERNET SERVICES IS AT YOUR OWN RISK;

THE CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO INTERNET SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS; CENTRAL STATES SECURITY, LLC – D.B.A.; MIMODOES NOT GUARANTEE ERROR-FREE OR UNINTERRUPTED OPERATION OF THE CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO INTERNET SERVICES; NEITHER CENTRAL STATES SECURITY, LLC – D.B.A.; MIMONOR ITS SUPPLIERS ARE RESPONSIBLE OR LIABLE FOR LOSS, DELETION OR ALTERATION OF ANY TRANSMISSIONS OR DATA, INCLUDING WITHOUT LIMITATION ANY E-MAIL MESSAGES, FOR ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, OR FOR ANY TRANSACTIONS ENTERED INTO THROUGH OR USING THE CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO INTERNET SERVICES, INCLUDING WITHOUT LIMITATION DOMAIN NAME REGISTRATIONS, RENEWALS AND TRANSFERS; CENTRAL STATES SECURITY, LLC – D.B.A.; MIMOIS NOT RESPONSIBLE OR LIABLE FOR ANY ACT OR OMISSION OF ANY THIRD PARTY, INCLUDING BUT NOT LIMITED TO ANY THREATENING, DEFAMATORY, OBSCENE, OFFENSIVE OR ILLEGAL CONDUCT OR ANY INFRINGEMENT OF ANOTHER'S RIGHTS, INCLUDING WITHOUT LIMITATION INTELLECTUAL PROPERTY RIGHTS; NEITHER CENTRAL STATES SECURITY, LLC – D.B.A.; MIMONOR ITS SUPPLIERS ARE RESPONSIBLE FOR ANY CONTENT THAT IS TRANSMITTED THROUGH THE NETWORKS OF CENTRAL STATES SECURITY, LLC – D.B.A.; MIMOOOR OTHERS OR THAT IS SENT, RECEIVED OR ACCESSED USING THE CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO INTERNET SERVICES, BY YOU OR ANY THIRD PARTY; AND CENTRAL STATES SECURITY, LLC – D.B.A.; MIMOIS NOT RESPONSIBLE OR LIABLE FOR LOSS OR DAMAGE TO YOUR EQUIPMENT, SOFTWARE OR DATA ARISING DIRECTLY OR INDIRECTLY OUT OF INSTALLATION OR MAINTENANCE OF THE CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO INTERNET SERVICES. CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, MAKES NO CONDITIONS, WARRANTIES OR REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, USABILITY, SECURITY, QUALITY, CAPACITY, PERFORMANCE, AVAILABILITY, TIMELINESS OR ACCURACY OF THE CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO INTERNET SERVICES, ANY OTHER PRODUCTS OR SERVICES SUPPLIED UNDER THIS AGREEMENT OR THE NETWORKS OF THIRD PARTIES. CENTRAL STATES SECURITY, LLC – D.B.A.; MIMOWEB SITE(S) WHICH YOU MAY VISIT WHILE USING THE CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO INTERNET SERVICES MAY CONTAIN LINKS TO OTHER WEB SITES. THESE LINKS ARE PROVIDED SOLELY AS A CONVENIENCE TO YOU AND THE INCLUSION OF ANY SUCH LINK

DOES NOT IMPLY ENDORSEMENT, INVESTIGATION OR VERIFICATION BY CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO OF SUCH WEB SITES OR THE INFORMATION CONTAINED THEREIN. CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO IS NOT RESPONSIBLE FOR THE CONTENTS OF ANY SUCH WEB SITES AND MAKES NO REPRESENTATIONS, CONDITIONS OR WARRANTIES REGARDING ANY OTHER WEB SITES. IF YOU DECIDE TO ACCESS OTHER WEB SITES, YOU DO SO AT YOUR OWN RISK.

## Limitation of Liability

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, ITS PARENTS, SUBSIDIARIES, AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUPPLIERS, RESELLERS AND DISTRIBUTORS (COLLECTIVELY, THE "CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO ENTITIES" AND EACH, A "CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO ENTITY") BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES OR LOSSES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, OPPORTUNITY, EARNINGS, USE OR DATA, ARISING DIRECTLY OR INDIRECTLY FROM OR RELATED TO THIS AGREEMENT OR THE CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO INTERNET SERVICES, REGARDLESS OF THE CAUSE OF ACTION AND EVEN IF ONE OR MORE OF THE CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES ARISING FROM OR IN ANY WAY RELATED TO THE FOLLOWING: THE PERFORMANCE OF THE INTERNET; THE CONTENT OR ACCURACY OF ANY MATERIAL, INFORMATION OR DATA (INCLUDING WITHOUT LIMITATION ANY SOFTWARE) VIEWED, DOWNLOADED, ACCESSED OR TRANSMITTED OVER OR THROUGH THE INTERNET OR THE CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO INTERNET SERVICES, INCLUDING WITHOUT LIMITATION MATERIAL WHICH INFRINGES THE RIGHTS OF OTHERS OR OTHERWISE VIOLATES LAWS OR REGULATIONS; THE VIEWING, DOWNLOADING, TRANSMITTING, ACCESSING, PURCHASING OR BY ANY OTHER MEANS ACQUIRING ANY INFORMATION, MATERIAL, PRODUCT OR SERVICE ACCESSIBLE THROUGH THE INTERNET OR THE CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO INTERNET SERVICES; DELAYS, ERRORS, INTERRUPTIONS, MISTAKES, OMISSIONS, NON-DELIVERY, INCORRECT DELIVERY, VIRUSES OR DEFECTS IN THE TRANSMISSION OF ANY INFORMATION, MATERIAL OR DATA OVER OR THROUGH CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO'S SYSTEMS OR NETWORKS OR THE SYSTEMS OR NETWORKS OF THIRD PARTIES; AND INSTALLATION OR MAINTENANCE OF THE CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO INTERNET SERVICES, BY YOU, CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO OR THIRD PARTIES. CIRCUMSTANCES MAY ARISE IN WHICH YOU OR ANOTHER PARTY IS ENTITLED TO RECOVER DAMAGES FROM ONE OR MORE OF THE CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO ENTITIES. IN SUCH INSTANCE, THE AGGREGATE LIABILITY OF THE CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO ENTITIES FOR DAMAGES IS LIMITED TO \$100.00. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OF CERTAIN TYPES OF LIABILITY SO SOME OF THE EXCLUSIONS AND LIMITATIONS IN THIS AGREEMENT MAY NOT APPLY TO YOU.

## Indemnity

You agree to indemnify and hold harmless each of the CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Entities from all demands, claims, awards, actions, proceedings, damages, losses, costs, charges and expenses, including legal fees, incurred by or made against the applicable CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Entity, which result from or relate to:

- access to or use, by you or any third party, of your CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services account; or
- Any of your acts or omissions, including without limitation breach or non-performance of this Agreement and any violation of third party rights.

## Termination

You may stop using the CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services at any time and terminate your account by: contacting CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO through the phone number identified on the CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services Web Site and requesting account termination; or sending an e-mail to CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO at the address identified on the CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services Web Site, specifying the following: your request for account termination; your name and contact telephone number; if a pre-authorized payment plan is used, the last 4 digits and expiry date of your credit card or the last 4 digits of your financial institution account number and the name of the financial institution used for billing; and your reason for terminating your account. CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO will process your termination request effective: the date your request is received, if your Customer Access Location is in Kansas City, MO; or the next billing date following receipt of your request, if your Customer Access Location is in a province or territory other than Kansas City, MO. CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO may, in its sole discretion, suspend, restrict or terminate your CENTRAL STATES SECURITY, LLC – D.B.A.;



# CENTRAL STATES SECURITY, LLC – 2018 D.B.A.; MIMO

MIMO Internet Services account, effective at any time, without notice to you, for any reason, including without limitation because: the operation or efficiency of the CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services are impaired by the use of the CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services from your account; any amount is past due from you to CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO; CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO has received a third party complaint which relates to the use or misuse of the CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services from your account; or you have been or are in breach of any term or condition of this Agreement. Termination of your CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services account by you or -CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO automatically terminates this Agreement. In the event that your CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services account is suspended, restricted or terminated, additional reconnection charges may apply. CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO shall have no responsibility to notify any third party, including any third party providers of services, merchandise or information, of any suspension, restriction or termination of your account. In the event your account is suspended, restricted or terminated, CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO shall have no obligation to forward any unread or unsent messages to you or any third party or to maintain any messages, information or other content related to your account and you acknowledge that all such messages, information and content may be immediately deleted. Without limiting the generality of the foregoing, you acknowledge that upon suspension, restriction or termination of your account, all e-mail addresses related to your account may be immediately deleted and/or reassigned to other customers. Any termination of your account shall not relieve you from any amounts owing or other liability accruing under this Agreement prior to the time that such termination becomes effective. You agree to return any CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, -owned high speed modems and associated components to a CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO approved depot within 14 days of termination of a CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services high speed service account, unless otherwise directed by CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO. If you do not return such equipment in accordance with the foregoing, if such equipment is returned damaged, or if you have assigned, encumbered, sold, transferred or leased such equipment, you agree to pay a \$1000.00 charge, plus applicable taxes. CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Service is non-refundable, and no refunds or other compensation will be given for cancelled, terminated, or unused services unused bandwidth is not redeemable for cash. Unused bandwidth does not roll-over and cannot be applied towards previous or future billings. Applicable taxes and fees will be included in your CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO billings. The terms of the contract are for 1 year and any cancellation of service before the end of the contract will result in a payment due immediately for the accumulative total of the monthly payments left on the contract.

## General

. This Agreement, including any and all documents, web sites, rules, terms and policies referenced herein, constitutes the entire agreement between CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO and you with respect to the matters referred to in this Agreement and supersedes all prior and contemporaneous agreements and understandings, whether electronic, oral or written, between CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO and you with respect to such matters. The failure of CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between you and CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO nor trade practice shall act to modify any provision of this Agreement. In the event that any portion of this Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intention of you and CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO, and the remainder of this Agreement shall remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of the Kansas City, MO. You hereby irrevocably consent to the exclusive jurisdiction of the courts of the Province of Kansas City, MO and the federal courts situated in the Province of Kansas City, MO in connection with any matter arising under this Agreement. Use of the CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services in any jurisdiction that does not give effect to all provisions of this Agreement, including without limitation this Section, is prohibited. Any cause of action you may have with respect to this Agreement or the CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services must be commenced within 1 year after the claim or cause of action arose, or it shall be barred. All references to CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO web site addresses in this Agreement shall also include any successor or replacement web sites containing substantially similar information as the referenced web site(s). CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO may at any time assign its rights and obligations under this Agreement, in whole or in part, without notice to you. You may not assign this Agreement. This Agreement will ensure to the benefit of and bind you and CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO and our respective personal and legal representatives, successors and permitted assigns. All monetary amounts expressed in this Agreement are in American dollars, unless otherwise expressly stated. The rights, powers and remedies of CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO in this Agreement, including without limitation the right to suspend, restrict or terminate any CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services account, are cumulative and in addition to and not in substitution for any right, power or remedy that may be available to CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO at law or in equity. The following provisions shall survive termination of this Agreement: Sections 6-10, 28, 33-34, 44, 46-48, 50-56, 60-78 and any other provisions that by their meaning are intended to survive termination of this Agreement. You agree that no joint venture, partnership, employment or agency relationship exists between CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO and you as a result of this Agreement or use of the CENTRAL STATES SECURITY, LLC – D.B.A.; MIMO Internet Services. The section headings in this Agreement are for convenience only and have no legal or contractual effect.

X

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Mimo - Flexible 5G Internet  
REPRESENTATIVE

X

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Client  
Authorized Agent