

RTEC Communications

Network Management Practices, Performance Characteristics, and Commercial Terms and Conditions for Broadband Internet Access Service

RTEC Communications (“the Company”) has adopted the following network management practices, performance characteristics, and commercial terms and conditions for its broadband Internet access services in compliance with the Federal Communications Commission’s (“FCC’s”) Open Internet Framework requirements (GN Docket No. 09-191, WC Docket No. 07-52, and WC Docket 17-108).

These practices, characteristics, terms and conditions are intended to help preserve the Internet as an open framework that enables consumer choice, freedom of expression, end-user control, competition, innovation and investment, while permitting the Company to manage its network reasonably.

The Company may add, delete, or modify certain practices, performance characteristics, terms and conditions at its discretion in accordance with applicable law. These practices, characteristics, terms and conditions will be maintained and updated on this website. The Company will provide as much advance notice as practicable of such changes. It will normally endeavor to furnish written notice of rate changes thirty (30) days before changes become effective, but reserves the right to use a shorter notice period when regulatory, operational, technical or other circumstances warrant.

I. Network Management Practices

The Company manages its network with the goal of reducing or mitigating the effects of congestion on the network and ensuring network security and integrity. The Company does not guarantee or warrant that it can prevent or reduce the effects of spam, viruses, security attacks, network congestion, and other phenomena that can degrade the service of affected customers.

A. Congestion Management Practices

Congestion is an Internet access service problem that can slow web browsing, downloading, and other activities of the customers during certain peak usage periods. The Company has experienced no recent problems with congestion. If congestion becomes a problem, the Company may implement reasonable network management practices tailored to reduce or mitigate the effects of congestion on the network, taking into account the particular network architecture and technology of the Company.

B. Application-Specific Behavior Practices

The Company does not favor or inhibit certain applications or classes of applications. Customers may use any lawful and commercially available application which they desire on the Company’s network.

The Company does not normally monitor the contents of the traffic or applications of its customers. It undertakes no obligation to monitor or investigate the lawfulness of the applications used by its customers. If any party contacts the Company with a substantial allegation that an application being used by a customer is unlawful, the Company will investigate the matter (including consultation, as it deems appropriate, with attorneys, consultants, federal or state regulators, and/or

federal, state or local law enforcement agencies), and will take appropriate actions to deal with the use of applications that are demonstrated to be unlawful.

Customers may occasionally develop their own applications, or modify commercially available applications. The Company will not prohibit the use of customer-developed or modified applications unless there is a reasonable belief that such applications will cause harm to its network.

The Company does not block or rate-control specific protocols or protocol ports.

The Company does not modify protocol fields in ways that are not prescribed by the applicable protocol standards.

C. Device Attachment Rules

The Company does not have any approval procedures that must be satisfied before a device can be connected to its network. Customers may use any lawful, compatible, and commercially available device which they desire on the Company's network, as long as such device does not harm or circumvent the network and is not intended to redistribute Company's broadband Internet access services, except as may be specifically permitted in a customer's service agreement.

The Company does not normally monitor the devices used by its customers. It undertakes no obligation to monitor or investigate the lawfulness of the devices used by its customers. If any party contacts the Company with a substantial allegation that a device being used by a customer is unlawful, the Company will investigate the matter (including consultation, as it deems appropriate, with attorneys, consultants, federal or state regulators, and/or federal, state or local law enforcement agencies), and will take appropriate actions to deal with the use of a device that is demonstrated to be unlawful.

D. Security Practices

The Company does not normally monitor the traffic of its customers. It undertakes no obligation to monitor or protect such customer traffic from spam, viruses, denial-of-service attacks, or other malicious, unlawful or unwanted activities.

The Company recognizes that customers can purchase spam filtering and anti-virus software from commercial vendors to meet their needs. The Company may from time to time offer anti-spam and/or anti-virus software or services to customers who desire to purchase them from the Company. When offered, these software or services will be described and priced in other sections of this website. Customers are free to obtain anti-spam and/or anti-virus software or services from any source they desire, as long as such software or services do not disrupt or degrade the traffic of other customers of the Company or harm the network.

A customer that is subjected to a denial-of-service attack, or similar malicious, unlawful or unwanted activity, is urged to notify the Company as soon as possible. The Company will work with the customer, other service providers, federal and state regulators, and/or law enforcement to determine the source of such activity, and to take appropriate, and technically and economically reasonable efforts to address the matter.

The Company employs commercially appropriate security procedures to protect its network and its customer records from unauthorized access by third parties. The Company does not guarantee that it can protect customers from any and/or all security breaches.

E. Traffic Blocking

Subject to reasonable network management practices that may be implemented from time-to-time, the Company does not knowingly and intentionally clock, impair, degrade or delay the traffic on its network so as to render effectively unusable certain content, applications, services and/or non-harmful devices. However, the Company notes that congestion may from time to time impair, degrade, or delay some traffic.

The Company does not charge edge service providers of content, applications, services and/or devices a fee simply for transporting traffic between the edge service provider and its customers.

II. Performance Characteristics

The service and performance characteristics of the Company's broadband Internet access services are contained in the service offering portions of this website (<http://www.rtcexpress.net/internet-2.php>), the Company's general terms and conditions for Internet services (<http://www.rtcexpress.net/service-documents.php>) and the customer's service agreement.

A. General Service Description

The Company's broadband Internet access service provides customers the capability to transmit data to and receive data from the Internet. The Company's broadband Internet access service utilizes current fiber optic and digital subscriber line technology.

Actual access speeds and time delays (latency) are impacted by the length, capacity and congestion of the Company's network, middle mile transport facilities (between the Company's service area and Internet nodes) and the Internet destination. The Company can assist customers in testing their own equipment and connection to determine the customer's actual access speed and latency.

The advertised speed of Company's Internet service is the maximum speed achievable with the technology utilized by Company. While the maximum advertised speed is attainable for end users, several factors may affect the actual speed of Company's Internet service offerings, including, but not limited to: the end user's computer, router, activity during peak usage periods, and other Internet traffic.

Based on internal testing, the mean upload and download speeds, and mean latency periods, are as follows:

Package	Download	Upload	Latency
FTTH – 10Mbps x 10Mbps	11 Mbps	11 Mbps	4 msec
FTTH – 25Mbps x 25Mbps	27.5 Mbps	27.5 Mbps	4 msec
FTTH – 50Mbps x 50Mbps	52 Mbps	52 Mbps	4 msec
FTTH – 100Mbps x 100Mbps	110 Mbps	110 Mbps	4 msec
FTTH – 200Mbps x 200Mbps	205 Mbps	205 Mbps	4 msec
FTTH – 1000Mbps x 1000Mbps (Residential only)	1000 Mbps	1000 Mbps	4 msec

The Company's service is suitable for real-time applications. The speed tier a customer subscribes to will impact the efficiency of the real-time applications.

B. Impact of Specialized Services

The Company does not offer any specialized services using Internet Access.

III. Commercial Terms and Conditions

The commercial terms and conditions of the Company's broadband Internet access services are contained in greater detail in the service offering portion of this website (<http://www.rtcexpress.net/internet-2.php>), the Company's general terms and conditions for Internet services (<http://www.rtcexpress.net/service-documents.php>) and the customer's service agreement.

A. Pricing Terms and Conditions

The Company offers different tiers and levels of service at different prices, and changes the available tiers and levels of service as well as the prices from time to time. Currently available service tiers and levels, and prices for each are detailed in the service offering portion of this website (<http://www.rtcexpress.net>).

The Company does not impose usage-based fees upon certain tiers or levels of its service (<https://www.rtcexpress.net/archbold-cable-modem/>).

The Company does initiate usage requirements and fees for tiered gigabit services (www.rtcexpress.net/gigabit-fiber).

If a customer previously entered into a service agreement with Company for broadband Internet access service for a defined service term, and customer desires to terminate the service agreement prior to the expiration of that term, Company may charge a reasonable early termination fee if such fee is clearly indicated in the service agreement.

Company currently does not have any early termination fees.

B. No Unreasonable Discrimination

The Company does not unreasonably discriminate in its transmission of lawful traffic over the broadband Internet access services of its customers. It endeavors to give its customers as much choice and control as practicable among its different service offerings and among the content, application, service and device offerings of edge service providers. When reasonable network management practices entail differential treatment of traffic, the Company does not discriminate among specific uses, or classes of uses, of its network.

The Company does not block, impair, degrade or delay VoIP applications or services that compete with its voice services and those of its affiliates.

The Company does not block, impair, degrade, delay or otherwise inhibit access by its customers to lawful content, applications, services or non-harmful devices.

The Company does not impair free expression by actions such as slowing traffic from particular websites or blogs.

The Company does not use or demand "pay-for-priority" or similar arrangements that directly or indirectly favor some traffic over other traffic.

The Company does not prioritize its own content, application, services, or devices, or those of its affiliates.

C. Privacy Policies

Company affords full access to all lawful content, services, and applications available on the Internet and does not routinely monitor, inspect or store the network activity and traffic of its Internet service users. However, Company reserves the right to monitor bandwidth, usage, transmissions and content for purposes of protecting the integrity of the network and Company's Internet access service through reasonable network management practices.

Company may collect equipment information to identify the equipment customer is using on the network, including, but not limited to: equipment type, serial number, settings, configuration and software. Company may also collect performance information to examine the operation of the equipment, services and applications the customer may use on the network, including, but not limited to: IP addresses, URLs, data transmission rates and latencies, location information, security characteristics, and information about the amount of bandwidth and other resources customer is using in connections with uploading, downloading or streaming data to and from the Internet.

Network traffic, activity, performance information, and equipment information monitored or collected by Company is done so for the sole purpose of reasonable network management purposes.

Company is required to comply with relevant laws, regulations and judicial orders. Information covered under the Privacy Policy, as well as other categories of information, may be disclosed to third parties if Company determines, in its sole discretion, that such a disclosure is necessary or required to protect our interests or the interests of our customers. Company may also disclose this information in connection with the sale of our business.

The Company's network management practices as discussed herein are intended solely to provide the best online experience possible for all of Company's customers by safeguarding our network and its users from spam, viruses, phishing, and other unwanted or harmful online content and activities. Company's network management practices are not intended, nor implemented, to block consumers from accessing the content and applications of their choice, deprive consumers of their entitlement to competition, or discriminate against or in favor of certain network traffic. End users with questions, concerns or complaints regarding Company's network management practices are encouraged to contact Company for issue resolution.

D. Redress Options

Questions and complaints regarding the foregoing matters should be addressed to:

RTEC Communications
Attn: Office Manager
Box A – Ridgeville Corners, OH 43555
Phone Number: 419-267-5185
Fax Number: 419-267-9919
Email Address: info@rteccom.com
www.ridgevilletelephone.com

The Company strongly desires to resolve questions, complaints and other problems of its customers and edge service providers in an informal and direct manner that satisfies all interested

parties to the greatest extent practicable. Customers and edge service providers that are not able to obtain satisfaction from the Company have the option of invoking the FCC's informal and formal complaint procedures regarding Open Internet Framework disputes.

<https://consumercomplaints.fcc.gov/hc/en-us>

E. Additional Disclaimers

The Open Internet Rules, as adopted, and Company's Network Management Practices Policy are not intended to affect, alter or otherwise supersede the legal status of cooperative efforts by broadband Internet access service providers and other service providers that are designed to curtail infringement in response to information provided by rights holders in a manner that is timely, effective, and accommodates the legitimate interests of providers, rights holders, and end users.

Furthermore, the Open Internet Rules, as adopted, and Company's Network Management Practices Policy do not prohibit Company from making reasonable efforts to address the transfer of unlawful content or unlawful transfers of content.

For additional information, please review Company's Acceptable Internet Use Policy/Subscriber Agreement at:

<http://1gn6543ac0sg13ut78nju501.wpengine.netdna-cdn.com/wp-content/uploads/2015/03Ridgeville-Telephone-The-Customer-Agreement.pdf>