

Harmony Telephone Company

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

Harmony Telephone Company (“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.

These practices, characteristics, terms and conditions are effective as of June 2018. 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 block, 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 (<https://www.harmonytel.com/internet/>), the Company's general terms and conditions for Internet services (<https://www.harmonytel.com/wp-content/uploads/Internet-Acceptable-Use.pdf>) 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 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's network is used to provide IP Video services to end-users. This specialized service has not adversely affected the last-mile capacity available for the Company's broadband Internet access services, or the performance of such services. Significantly heavy use of specialized services (particularly IP video services) may impact the available capacity for and/or the performance of its broadband Internet access services.

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 (<https://www.harmonytel.com/internet/>), the Company's general terms and conditions for

Internet services (<https://www.harmonytel.com/wp-content/uploads/Internet-Acceptable-Use.pdf>) 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 (<https://www.harmonytel.com/internet/>).

The Company does not impose usage-based fees upon certain tiers or levels of its service

Fees for early termination (where applicable) and additional network services are contained in greater detail in the general terms and conditions for Internet service section of this website (<https://www.harmonytel.com/internet/>), and/or the customer's service agreement.

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

The Company's network management practices do not generally entail inspection of network traffic.

The Company does not retain, store or provide customer traffic information, except as required by law under the Communications Assistance for Law Enforcement Act ("CALEA"), the Foreign Intelligence Surveillance Act ("FISA") or other applicable national security or criminal statutes.

The Company does not collect, store or use traffic information to profile its customers in order to sell additional services to them, or for similar non-network management purposes.

D. Redress Options

Questions and complaints regarding the foregoing matters should be addressed to **Harmony Telephone Company** at 507-886-2525 or custserv@harmonytel.net.

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.