RuralReach.com
Open Internet Policy
(as of January 1, 2019)

RuralReach.com ("RuralReach," "Rural Reach" "we," "our," or "us") provides high-speed broadband Internet access services, voice services, and other ancillary services to residential and business Subscribers in Michigan, (collectively, "Services"). RuralReach is committed to offering reliable Internet access services that will allow our Subscribers to take full advantage of all the lawful content and services available on the Internet. We support the following Net Neutrality principles:

- Transparency
- NO Blocking of lawful Internet content, subject to reasonable network management as described below
- NO Throttling of lawful Internet content, subject to reasonable network management as described below
- NO Unreasonable Discrimination
- NO Paid Prioritization of Internet content
- Freedom of Subscribers to access lawful Internet content
- Freedom of Subscribers to use non-harmful applications of their choice
- Freedom of Subscribers to attach non-harmful personal devices

This Open Internet Policy sets forth certain information regarding the policies and practices of RuralReach and how we manage our networks for residential and business broadband Internet access service (the "RuralReach Services"). This Open Internet Policy is a supplement to and is incorporated by reference in the various legal terms and conditions of our Services, the Terms of Service Contract, our Privacy Policy, and Acceptable Use Policy (collectively, "Service Agreements"). In the event of any inconsistency between this Open Internet Policy and the Service Agreements, this Open Internet Policy shall control.

The RuralReach Internet Service is primarily a fixed wireless service using bandwidth that is shared with other users on our various computers, servers, transmission equipment and other infrastructure in various states, (collectively, the "RuralReach Networks"). Generally, given the nature of fixed wireless services, certain circumstances may affect the speed and quality of the service, including but not limited to foliage, line-of-sight obstructions, the distance between a Subscriber's premises and the transmission point, as well as the Subscriber's connection of multiple devices to the RuralReach Networks. Although we have engineered the RuralReach Networks to provide consistent high-speed data services, some network management for these scenarios is required in order to provide the best online experience possible for all of our Subscribers. Very heavy data usage by even a few Subscribers at times and places of competing demand can affect the performance for all Subscribers.

I. NETWORK MANAGEMENT PRACTICES

Congestion Management: Our Subscribers are subject to the maximum connection speeds set forth in the specific RuralReach Service residential or business plan they have purchased unless there is a need to make adjustments based on congestion management. In a manner consistent with the RuralReach Privacy Policy and Service Contract, RuralReach monitors network traffic to ensure capacity is sufficient to maintain an efficient network load, perform diagnostics and to otherwise manage and enhance our networks. To help manage traffic on the RuralReach Networks, RuralReach may give priority on an unpaid basis to interactive or critical classes of traffic such as VoIP, and traffic essential to the efficient operation of the RuralReach Networks. RuralReach may limit applications to the extent RuralReach determines, in RuralReach's sole and reasonable discretion, it is appropriate to maintain an efficient network load. RuralReach's congestion management practices are in place to ensure that all Subscribers experience high quality service. If RuralReach determines, in its sole and reasonable discretion, that the manner in which a Subscriber is using the Services negatively impacts other Subscribers or the RuralReach Networks, RuralReach reserves the right to apply additional congestion management techniques.

RuralReach's network management is temporary and based on constantly changing and dynamic network conditions.

A. Blocking: Other than reasonable network management practices disclosed below, we do not block or otherwise prevent a Subscriber from accessing lawful content, applications, services, or your use of non-harmful devices.

B. Throttling: Other than reasonable network management practices disclosed below, we do not throttle or otherwise shape, slow, degrade or impair a Subscriber from accessing lawful Internet traffic on the basis of content, application, service, user, or use of a non-harmful device. All lawful Internet use is handled identically.

C. Affiliated Prioritization: We do not directly or indirectly favor some traffic over other traffic, including through use of techniques such as traffic shaping, prioritization, or resource reservation, to benefit any of our affiliates, defined as an entity that controls, is controlled by, or is under common control with RuralReach.

D. Paid Prioritization: We do not directly or indirectly favor some traffic over other traffic, including through use of techniques such as traffic shaping, prioritization, or resource reservation, in exchange for consideration, monetary or otherwise.

E. Congestion Management: Our Services are provided on a "best efforts" basis and our congestion management practices are in place to ensure that all Subscribers experience as high quality a service as possible. Our typical frequency of congestion is <10%. Subscribers

select how much high-speed data they receive under a designated service plan. We do not impose any additional usage limits for the Services unless such limits are enacted as part of our network management practices.

In a manner consistent with our Service Agreements and Privacy Policy, we may use several Network Management Tools to monitor network traffic to ensure capacity is sufficient to maintain an efficient network load, to perform diagnostics and to otherwise manage and enhance the RuralReach Networks. To help manage traffic on the RuralReach Networks, during times of high demand, we may allocate available bandwidth among Subscribers on an equal basis. In addition, we may prioritize certain applications, such as public safety and VoIP, over other traffic types.

i. RuralReach may use fair-queueing, which allocates network resources evenly when the RuralReach Networks approach maximum capacity.
ii. RuralReach may also use traffic shaping software in order to establish maximum connection rates and fair-queuing policies.
iii. RuralReach may also conduct deep packet inspection ("DPI"), which is a type of filtering that will examine the data and/or header part of Internet traffic for viruses, spam, intrusions, or protocol non-compliance that may harm a RuralReach Networks; to determine the routing of Internet traffic; for internal statistical and performance purposes; for lawful intercept capabilities, and/or enforcement of our Service Agreements. We do not use DPI to conduct data mining for targeted marketing or advertising, or anti-competitive purposes.
iv. If RuralReach determines, in our sole and reasonable discretion, that the manner in which a Subscriber is using the service negatively impacts other Subscribers or a RuralReach Networks, we reserve the right to apply additional congestion management techniques.

F. Application-Specific Behavior: Subject to the qualification that RuralReach may reasonably limit or rate-control specific or classes of applications, or other specific protocols or protocol ports as set forth below, RuralReach generally treats all lawful applications identically. However, we reserve the right to block or limit access to any applications, ports, or protocols that we determine, in our sole and reasonable discretion, may expose any RuralReach Network to potential legal liability, harm any RuralReach Network or otherwise interfere with or impair the experience of other Subscribers on a RuralReach Network.

Subject to the qualification that RuralReach may reasonably limit peer-to-peer applications as set forth above, RuralReach generally treats all lawful applications identically; however, RuralReach reserves the right to block or limit access to any applications that RuralReach determines, in RuralReach's sole and reasonable discretion, may expose RuralReach to potential legal liability, harm a RuralReach Network or otherwise interfere with or impair the experience of other Subscribers on a RuralReach Networks.

The RuralReach Networks may not support certain high-bandwidth video and voice applications, or peer-to-peer applications that carry unlawful or harmful content/software.

G. Device Attachment Rules: Generally, you do not need approval to connect a third-party device to the RuralReach Networks. RuralReach does not limit the types of devices that can be connected to the RuralReach Networks, provided the devices are used for lawful purposes and do not harm a RuralReach Network, violate our Service Agreement, expose RuralReach to potential legal liability, or harm other users of RuralReach Networks. However, if we determine, in our sole and reasonable discretion, that the connection of a particular type of device to any RuralReach Network negatively impacts other users or the RuralReach Networks, or may expose us to potential legal liability or violates our Service Agreement, we reserve the right to limit or restrict Subscribers' ability to connect such type of device to the RuralReach Networks. If you need technical support services to assist you in the installation and configuration of third party devices, please contact us or visit http://www.RuralReach.com/. Depending on your level of service and your specific Service Agreement, there may be an additional monthly fee for our IT support services.

H. Security: RuralReach uses industry-standard tools and generally accepted best practices and policies to take reasonable physical, technical and administrative safeguards to protect the integrity and operations of the RuralReach Networks and our Subscribers from malicious and unwanted Internet traffic, as well as harmful online content and activities. Please see our Privacy Policy for details.

We monitor the RuralReach Networks for security threats and may prohibit certain activity on the RuralReach Networks that we may deem, in our sole and reasonable discretion, poses a potential risk to the RuralReach Networks and/or to other Subscribers. Triggering conditions include but are not limited to denial of service activity, IP address or port scanning, excessive account login failures; or certain Internet addresses that are disruptive, malicious and typically persistent. If we notice excessive Subscriber connections, including but not limited to Wi-Fi connections, that are harmful or are commonly used to disrupt the normal use of a RuralReach Network or use by other Subscribers, we will attempt to notify the Subscriber to work collaboratively to remedy the issue to the extent possible; however, we reserve the right as a reasonable security practice, without advance notice, to block any Subscriber traffic, ports, protocols, devices, or applications (such as peer-to-peer applications that may carry malicious software or are known to be problematic) that we determine, in our sole and reasonable discretion, may cause harm to the RuralReach Networks or to other Subscribers, or may expose us to potential legal liability.

II. PERFORMANCE CHARACTERISTICS AND COMMERCIAL TERMS
Specific service fees and rates for an individual residential or business Subscriber are set forth in the designated Service Agreement based on whether the Subscriber purchases residential or business Services. Various information is also publicized on the RuralReach website: http://www.RuralReach.com/
A. Service Description, Pricing and Fees: RuralReach is continually working to develop a

variety of services and plans to meet your individual needs, budget, and Internet demands now and in the future. When we offer new online services, we will provide the characteristics, capabilities and terms of such new service offerings to allow you to make knowledgeable choices about which services make the most sense for you. RuralReach will continue to provide you with accurate and relevant information in plain language so you can make informed choices.

Links to a current description of the categories of Internet access service offered to residential and business Subscribers are available below, including pricing, expected and actual access speed and latency, and the suitability of the service for real-time applications:

Residential Services:
i. RuralReach High-Speed Internet Service Monthly Plans: details available at http://www.RuralReach.com/residential-plans
ii. VoIP Service: details available at http://www.RuralReach.com/residential-plans

Business Services:
i. RuralReachHD Commercial Internet Service Plans: details available at http://www.RuralReach.com/commercial-plans

Other Fees: Additional fees, such as but not limited to a Service Deposit, Equipment Leasing/Purchase Fee, Installation Charges, Early Termination Fee, Deactivation Fee, Reactivation Fee, Paper Statement Fee, ACH Check Return/Denial Fee, and other applicable fees and taxes may apply as detailed in our Service Agreements provided here. The pricing, terms and fees of our Services are subject to change at any time.
Fees for Additional Services: A current description of the fees for additional network-related services can be found at: http://www.RuralReach.com/additional-services
B. Network Speeds: RuralReach offers a standard range of download speeds to residential Subscribers varying from 1 Mbps to 50 Mbps. The standard range of download speeds for business Subscribers is from 10 Mbps to 1000 Mbps. The RuralReach Networks are designed to support these speeds to help ensure that every Subscriber receives the speeds to which they have subscribed. RuralReach however cannot guarantee speeds at all times, as there are many factors and conditions beyond RuralReach's control that can affect Internet performance. Some of these external factors and conditions are:
i. Performance of Subscriber computer and/or router
ii. Type of connection to Subscriber's own equipment (i.e., Wi-Fi)
iii. Congestion of websites and services on Internet
iv. Website or service limiting speeds on the Internet
v. Internet and equipment performance outside of the RuralReach Network
The RuralReach Services are advertised as "up to" certain speeds reflecting performance under ideal conditions. Without purchasing an expensive "dedicated" Internet connection, no Internet Service Provider can guarantee package speeds at all times.
C. Impact of Non-Broadband Internet Connection Service Data Services (also known as "Specialized Services"): RuralReach does not offer Specialized Services to Subscribers that

will affect the last-mile capacity available for, and the performance of, our RuralReach Services. We note, however, that there may be a temporary slowing of Internet speed when using any of RuralReach's broadband and VoIP services at the same time.

D. Acceptable Use: As set forth in the applicable Service Agreements, all of RuralReach's residential and business service offerings are subject to the Acceptable Use Policy ("AUP") Service Agreement. We may from time to time establish or revise the AUP and/or the Service Agreements.

E. Privacy Policy: RuralReach's current Privacy Policy is available at: http://www.RuralReach.com/privacy-policy

F. Redress Options: RuralReach endeavors to respond to all Subscriber concerns and complaints in a timely and fair manner. We encourage Subscribers to contact us at 734-433-1558-0920, or management@RuralReach.com, or U.S. postal mail to discuss any complaints or concerns as they occur. Our postal address is:

RuralReach
Attn: Technical Manager
1020 E. Michigan Ave., Suite J
Saline, MI 48176

G. Disputes and Arbitration: The Service Agreements require the use of arbitration to resolve disputes and otherwise limits the remedies available to Subscribers in the event of a dispute.

III. FCC REQUIREMENTS AND COMPLAINT PROCESS

The Federal Communications Commission ("FCC") has adopted rules to preserve the Internet as an open platform ("Rules"). Information regarding these Rules is available on the FCC's website at: https://www.fcc.gov/restoring-internet-freedom

If a Subscriber believes that we are not in compliance with the FCC's rules, the Subscriber may file an informal complaint with the FCC. The FCC urges Subscribers to submit any complaints via its website at the following address: https://consumercomplaints.fcc.gov/hc/en-us.

IV. ADDITIONAL DISCLAIMERS

This Open Internet Policy does not affect, alter or otherwise supersede the legal status of cooperative efforts by RuralReach that are designed to curtail copyright or trademark infringement in response to information provided by rights holders in a manner that is timely, effective, and accommodates the legitimate interests of the company, rights holders,

our Subscribers and other end users. Furthermore, this Open Internet Policy does not prohibit us from making reasonable efforts to address the transfer of unlawful content or unlawful transfers of content. For additional information, please review the Service Agreements and Privacy Policy.