

## Net Neutrality Disclosure

Meriwether Lewis Connect, LLC (“MLConnect”) is committed to providing our customers with the best online experience possible. MLConnect uses reasonable network management practices that are consistent with industry standards and uses tools and technologies that are minimally intrusive. Just as the Internet continues to evolve, so to, will our network management policies. Should MLConnect not apply reasonable network management practices, our customers could be subject to the negative effects of security attacks, viruses, and spam among other risks resulting in possible degradation of services.

**NETWORK OVERVIEW.** MLConnect operates a state-of-the-art broadband network whereby services are delivered over its parent company’s, Meriwether Lewis Electric Cooperative (MLEC), fiber optic system whereby cable is brought past each home and business. MLEC builds a fiber drop from the street to connect to any home or business who purchases MLConnect services and where access is granted. It should be noted that not all residential apartment buildings and multi-tenant office buildings allow access. The broadband network enables us to bring the benefits of the extraordinary bandwidth carrying capacity of fiber optics to each MLConnect customer.

**QUESTIONS, ANSWERS AND INFORMATION REGARDING OUR NETWORK PRACTICES.** The FCC requires us to provide descriptions of our Network Management Practices to include Application-Specific Behavior Practices, Device Attachment Rules, Security Practices, Performance Characteristics, Privacy Policies and Customer Redress Options.

**CONGESTION MANAGEMENT.** Given the current bandwidth capacity, no formal congestion management practice is required nor is a practice being employed today other than network monitoring. MLConnect reserves the right to employ congestion management practices in the future. However, we design and affirmatively manage our networks to ensure that all of our customers receive high-quality Internet access services and that network resources are shared fairly among all our users. Our congestion management practices are guided by and in accordance with industry standards and protocols. Because network capacity is a shared resource, portions of our network may nevertheless become temporarily congested when large volume of customers are enjoying high-bandwidth activities at the same time. Because congestion is a function of how many people happen to be using the network and what activities are engaging in at that moment, congestion often is unpredictable. If congestion occurs, it is usually brief and intermittent. We are continually upgrading our networks and seek to avoid congestion by keeping ahead of the exponential demand for broadband.

### **APPLICATION-SPECIFIC BEHAVIOR.**

**Does MLConnect block or rate-control specific protocols?** MLConnect employs industry accepted protocols intended to protect the network from the spread of malware and from applications that are known to propagate these malicious activities. MLConnect does not block any other kinds of traffic. MLConnect subscribes to the philosophy of complete network neutrality, and we treat traffic to and from all customers the same.

**Does MLConnect modify protocol fields in ways not prescribed by protocol standard?** MLConnect does not modify protocol fields not prescribed by protocol standards.

**Does MLConnect inhibit or favor certain applications or classes of applications?** MLConnect does not inhibit or favor applications or classes of applications over its High-Speed Internet/broadband data network. All traffic is treated in a “protocol-agnostic” manner, which means management is not based on the applications and is also content neutral.

### **DEVICE ATTACHMENT RULES.**

**Does MLConnect have any restrictions on the types of devices that they allow to connect to the network?** With the exception of business accounts, MLConnect does not allow customers to connect switches or hubs directly to the Ethernet ports. We do not allow resale or other commercial type traffic such as P2P (peer to peer).

**If there are restrictions, is there an approval procedure for devices connecting to the network?** For any questions regarding the types of devices allowed or required customers should contact MLConnect. While there are no formal approval procedures to get a specific device approved for connection to the network, all devices must be UL certified and carry the FCC Part 64 certification.

## SECURITY.

### ***What are the practices used to ensure end-user security or security of the network?***

- MLConnect uses the following practices to ensure end-user security and network security:
- MLConnect employs industry accepted protocols and practices intended to understand the flow of network traffic in order to best engineer as well as troubleshoot the network.
- The MLConnect network utilizes encryption intended to stop unlawful access to traffic.
- MLConnect utilizes these protocols and practices to protect and secure MLConnect customer data as well as to protect the broadband network for the benefit of all customers. These protocols allow MLConnect to comply with federal CALEA and other Law Enforcement requirements.

### ***What conditions trigger a security mechanism to be invoked?***

- The encryption protocols and practices used on the MLConnect fiber network provide far more security than is available with other technologies.
- As the Internet evolves so do malware and other types of security exploits. MLConnect's security tools are evolving to meet the security challenges of a 21st century world.
- MLConnect monitors the network many times per second and a trigger would be finding any instance of unwanted network intrusion. MLConnect would react immediately to such and would refer to Law Enforcement Agencies as needed.

## PERFORMANCE CHARACTERISTICS.

**Service Description.** A general description of the service offered, including Service Technology, Expected and Actual Speeds, Expected and Actual Latency, and Suitability of the Service for Real-time Applications follows:

### **Service Technology:**

- MLConnect uses a FTTH access system to deliver broadband services to customers. The FTTH system standard is called GPON (Gigabit Passive Optical Network). Up to thirty-two (32) customers share one fiber in neighborhoods and this shared fiber is called a PON. The GPON system delivers 2,500 Megabits per second to the subscribers on a PON and 1,250 Megabits per second from the subscribers on a PON.
- In the MLConnect FTTH network there are no electronics between the GPON source and the customer. No electronics means that there are fewer failure points in the network and superior service quality to our customers.

### **Expected and Actual Speeds:** Each subscriber is provided access to two different data products:

- Every data customer is given access to the Internet at 300 Megabit per second (up and down). The expected speed for the service is 300 Mbps, and the actual speed is 300 Mbps.
- MLConnect also offers 1000 Mbps (up and down). The expected speeds for this product is 1000 Mbps, and the actual speed are the same as the advertised minus packet overheads. It is possible for customers to experience slower speeds on the open Internet, but slower Internet speeds are due to the nature of the open Internet and not due to any blockage or congestion on the MLConnect network. (Actual speed may be limited due to customer device limitations.)

**Expected and Actual Latency:** Latency is another measure of Internet performance. Latency is the time delay in transmitting or receiving packets on a network. Latency is primarily a function of the distance between two points of transmission and is typically measured in milliseconds. The MLConnect network in real practice has actual latency generally around 5 milliseconds or less.

**Suitability of the Service for Real-time Applications:** The MLConnect network is one of the fastest and most accessible networks available in the U.S. Customers can achieve the speeds on our network that they subscribe to, 24/7, without slowdowns or blockages on our networks.

## IMPACT OF SPECIALIZED SERVICES.

***What specialized services, if any, are offered to end users?*** In the future, MLConnect may offer a service that could be considered "Specialized" over the access system. In addition to IP Telephone Service (VoIP), MLConnect may also offer video. This would be delivered to customers over a different data segment than the one used for broadband data traffic (including High Speed Internet traffic).

MLConnect currently provides voice services and certain enterprise business services to its customers using Internet Protocol or "IP"-based technologies. These services are delivered over the same physical network that MLConnect uses to provide broadband Internet access services. These IP services are not provided over the public Internet but are separately provisioned on the MLConnect network. The voice and enterprise business IP services are marked for prioritization to ensure that calls, such as 911 calls, go through even in times of congestion.

## PRIVACY POLICIES.

***Do network management practices entail inspection of network traffic?*** MLConnect examines traffic to the extent needed to utilize the network safety features listed earlier such as eliminating spam or intercepting malware. MLConnect does not inspect traffic for any other

purposes other than to keep track, at the network level, where traffic flows in order to make certain that the network is adequate for the demands of customers.

***Is traffic information stored, provided to 3rd parties or used by the ISP for non-network management purposes?*** The only time that any stored information is provided to any 3rd party is in response to a court order from a valid and qualified Law Enforcement Agency.

## **REDRESS OPTIONS.**

***What are MLConnect's practices for resolving end-user and edge provider complaints and questions?***

- MLConnect first logs all complaints of trouble as a trouble ticket in a trouble log system. This allows for a numeric identification of each trouble reported on the network. Trouble tickets can be generated by customers or self-generated by alarms located on the MLConnect network.
- Secondly, MLConnect assigns a priority to each trouble ticket based upon the perceived severity of the problem. For example, outages involving multiple customers are given a higher priority than a minor network glitch affecting one customer.
- MLConnect attempts to identify and address problems from its Network Operations Center (NOC). If the NOC is unable to clear a reported problem, then a technician is dispatched to address the problem.
- If the problem is of such severity that a field technician cannot solve the problem, the problem is escalated to an engineer. If the engineer is unable to solve the problem, it is generally escalated to an external engineer or consultant or to the vendor that made the equipment in question. MLConnect contracts with experienced vendors as needed for trouble-shooting and resolution in support of the network.
- The customer may be notified depending upon the severity and type of problem.
- Trouble tickets are retained permanently so that MLConnect is able to view a history of trouble at a specific customer site, a specific neighborhood or with a specific brand or piece of equipment.

**PROHIBITED USES AND ACTIVITIES.** MLConnect's Customer Service Agreement prohibits uses and activities of the service that interfere with or diminish the use and enjoyment of the service by others, infringe on the rights of others or that are illegal. These prohibited uses and activities are listed below and include, but are not limited to, using the service, the customer equipment or the MLConnect equipment, either individually or in combination with the other, to:

- undertake or accomplish any unlawful purpose which includes, but is not limited to, posting, storing, transmitting or disseminating data, information or materials which are unlawful, libelous, obscene, defamatory, threatening or which infringe on the intellectual property rights of any person or entity in any way that would constitute or encourage conduct that would constitute a criminal offense or violate any local, state, federal or international law, order or regulation;
- upload, post, transmit, publish, reproduce, create derivative works of, or distribute in any way information, software or other material obtained through the service or otherwise that is protected by copyright or other proprietary right, without obtaining any required permission of the owner;
- transmit unsolicited commercial or bulk messages commonly known as "spam;"
- participate in the collection of very large numbers of e-mail addresses, screen names, or other identifiers of others without their prior consent, participate in the use of software designed to facilitate these activities, i.e. "harvesting" or collect responses from unsolicited bulk messages;
- falsify, alter, or remove message headers;
- falsify references to MLConnect or its network, by name or any other identifier, in messages;
- impersonate any person or entity, or forge any person's digital or manual signature;
- engage in sender address falsification, often known as "phishing";
- violate the terms of service of any network, server, application, or website that you accessed or used;
- posting or transmitting any information or software which contains a worm, virus or other harmful feature regardless of intent, purpose or knowledge;
- utilize or distribute devices designed or used to compromise security or whose use is otherwise unauthorized including but not limited to password guessing programs, decoders, keystroke loggers, packet sniffers, encryption circumvention devices and Trojan Horse programs;
- engage in port scanning;
- utilize or run Web hosting, file sharing or proxy services and servers or other dedicated, stand-alone equipment, or servers from the premises that provides service, including network content, to any party outside your premises local area network;
- utilize or run programs from the premises that provides service, including network content, to any party outside your premises local area network, except for personal and non-commercial use;
- copy, distribute, or sublicense any proprietary software provided by MLConnect or any third party in connection with the Service, except that one copy of each software program may be made by the customer for back up purposes only;
- disrupt or cause a performance degradation to the service or any MLConnect facilities or equipment used to deliver the service regardless of intent, purpose or knowledge;
- alter/modify, or tamper with MLConnect equipment or permit any other party, not authorized by MLConnect, to do same

including connecting MLConnect equipment to any computer outside of your premises  
• resell the Service in whole or in part, directly or indirectly.

**TREATMENT OF PERSONAL WEB PAGES AND FILE STORAGE.** Customers and users are solely responsible for any and all information published or stored on Personal Web Pages and/or File Storage and for ensuring that all content is appropriate for those who may have access to it. This includes taking appropriate measures and precautions to prevent minors from accessing or receiving inappropriate content.

**TREATMENT OF INAPPROPRIATE CONTENT AND TRANSMISSION.** MLConnect reserves the right to refuse to transmit or post, and remove or block, any information or materials, in whole or in part, that MLConnect, in its sole discretion, deems to be in violation of MLConnect Acceptable Use Policies. While MLConnect has no obligation to monitor transmissions or postings made on the service, MLConnect has the right to monitor these transmission and postings for violations of company policy and to disclose, block, or remove them in adherence with applicable law. To report a child exploitation incident involving the Internet, contact law enforcement immediately.

MLConnect reserves the right to modify this Net Neutrality Disclosure at any time. We will notify you of any material changes via written, electronic, or other means permitted by law, including by posting it on our website. If you find the changes unacceptable, you have the right to cancel the Services. If you continue to use the Services after receiving notice of such changes, we will consider that as your acceptance of the changes.

Effective Date: 3/18/19