

## Network Management Practices Policy Disclosure

Pursuant to the Federal Communications Commission's ("FCC's") Open Internet Transparency requirements found in Part 8 of Title 47 of the Code of Federal Regulations, the policies of Nex-Tech, LLC ("Nex-Tech") regarding network management practices, performance characteristics and commercial terms are provided in entirety so that Nex-Tech's current customers, prospective customers, third-party content providers and other interested parties can make informed choices regarding Nex-Tech's broadband Internet access services and the extent to which Nex-Tech's network management practices may affect those services.

### 1. Network Management Practices

In the interest of providing the best online experience possible for all of Nex-Tech's customers, Nex-Tech utilizes reasonable network management practices tailored to achieve legitimate network management purposes. Because bandwidth is a limited resource for broadband Internet service providers, it is essential that Nex-Tech reasonably manages its network to promote the use and enjoyment of the Internet by all of Nex-Tech's customers. By engaging in reasonable and responsible network management, Nex-Tech may prevent its customers from being subjected to the negative effects of spam, viruses, security attacks, network congestion and other risks that threaten to degrade service. The network management practices employed by Nex-Tech are consistent with industry standards.

#### 1.1 Blocking

Nex-Tech does not block or otherwise prevent end user access to lawful content, applications, service or non-harmful devices.

#### 1.2 Throttling

Nex-Tech does not degrade or impair access to lawful Internet traffic on the basis of content, application, service, user or use of a non-harmful device.

#### 1.3 Affiliated Prioritization

Nex-Tech does not directly or indirectly favor some Internet traffic over other Internet traffic, including through use of techniques such as traffic shaping, prioritization or resource reservation, to benefit an affiliate.

#### 1.4 Paid Prioritization

Nex-Tech does not directly or indirectly favor some Internet traffic over other Internet traffic, including through use of techniques such as traffic shaping, prioritization or resource reservation, in exchange for consideration, monetary or otherwise.

#### 1.5 Congestion Management

It is possible that a relatively small number of customers may place a disproportionate demand on the network bandwidth resources, causing network congestion and an overall degradation in service quality for other end users. For this reason, if Nex-Tech's network nears a state of congestion, Nex-Tech will use congestion management practices to ensure all of Nex-Tech's customers retain access to a "fair share" of bandwidth resources.

When Nex-Tech's network nears a state of congestion, the congestion management tools, practices and/or software employed by Nex-Tech will identify segments of Nex-Tech's network which have a predetermined, aggregated level of bandwidth usage. From there, the congestion management tools will ascertain which customer account in the identified network segment is using a disproportionate share of the bandwidth. The Internet traffic of the identified customer account may be temporarily managed until the period of network congestion passes. Customers whose Internet traffic is temporarily managed by Nex-Tech will still be able to do

anything they want online, and many activities will be unaffected; however, these customers may experience slower downloads and uploads and Internet/website response times.

The congestion management practices utilized by Nex-Tech are “protocol-agnostic” meaning the network does not manage congestion based on the online activities, protocols or applications a customer uses. Rather, Nex-Tech’s congestion management practices focus only on the heaviest bandwidth users in real time.

#### **1.6 Application-Specific Behavior**

Nex-Tech does not make use of any application-specific network management practices. Nex-Tech does not favor, modify, inhibit, rate control or block any specific protocols, protocol ports or fields, or any applications or classes of applications.

#### **1.7 Device Attachment Rules**

In order for a device to be approved for use on Nex-Tech’s network, the device must conform to publicly available industry standards and be non-harmful to Nex-Tech’s network.

#### **1.8 Security**

Nex-Tech offers its customers unrestricted access to all lawful content, services and applications available on the Internet. Nex-Tech uses industry standard tools and generally accepted best practices and policies to protect its email customers from security risks such as spam, phishing, email-transported malware and other unwanted or harmful online content and activities. In the instances where these tools and policies identify email content as harmful or unwanted, the content may be prevented from reaching customers. Some of these tools may permit customers to identify or inspect the content to determine if it is harmful or unwanted.

In the event of Denial of Service (DoS), Distributed Denial of Service (DDoS) attack, spoofing or other malicious traffic, Nex-Tech will implement inbound and outbound traffic filtering and/or blocking on specific source and destination IP addresses. These actions will be performed to ensure reliability and availability of the Nex-Tech network. These actions will not be utilized for normal Internet applications and traffic. In the case of any suspicious or malicious network activity, notification and forensic information will be made available to the appropriate law enforcement and network security resources for investigation.

## **2. Performance Characteristics**

### **2.1 Service Description**

Nex-Tech offers broadband Internet access service via Fiber-To-The-Premise (“FTTP”) and fixed Wireless.

The advertised speed of Nex-Tech’s Internet service is the maximum speed achievable based on the technology utilized by Nex-Tech. While the maximum advertised speed is attainable for end users, several factors may affect the actual speed of Nex-Tech’s Internet service offerings including, but not limited to: the distance of the customer’s home or business from Nex-Tech’s Central Office (e.g., the further the customer is from the Central Office, the slower the broadband speed); wireless interference; the end user’s computer, modem or router; activity during peak usage periods; and other Internet traffic.

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

<u>FTTP</u>	<u>Mean</u>	<u>Latency</u>
100 Mbps Down/100 Mbps Up	104.4 Mbps/102.9 Mbps	3 ms
500 Mbps Down / 500 Mbps Up	535.42 Mbps/522.03 Mbps	3 ms
1000 Mbps Down / 1000 Mbps Up	976.44 Mbps/994.45 Mbps	3 ms
<u>Wireless</u>	<u>Mean</u>	<u>Latency</u>
10 Mbps Down/3 Mbps Up	10.3 Mbps/3.3 Mbps	24 ms
25 Mbps Down/6 Mbps Up	26.5 Mbps/6.66 Mbps	26 ms
50 Mbps Down/6 Mbps Up	52.46 Mbps/6.71 Mbps	26 ms
100 Mbps Down/10 Mbps Up	98.25 Mbps/11.09 Mbps	26 ms

The actual speeds achieved with Nex-Tech’s Internet service offering make Nex-Tech’s Internet service suitable for real-time applications such as Voice over Internet Protocol (“VoIP”).

## 2.2 Impact of Non-Broadband Internet Access Service Data Services

Nex-Tech’s provision of Non-BIAS data services has no effect on the availability and performance of Nex-Tech’s broadband Internet access service.

## 3. Commercial Terms

### 3.1 Pricing

In order to meet the usage and budgetary needs of all of Nex-Tech’s customers, Nex-Tech offers a wide selection of broadband Internet access plan options, including promotional offerings, bundled service choices and à la carte alternatives.

To see Nex-Tech’s current promotions and pricing on broadband Internet access service, please visit [www.nex-tech.com](http://www.nex-tech.com) or call 1-888-565-3200 to speak with a Customer Service Representative.

### 3.2 Early Termination Fees

If a customer previously entered into a service agreement with Nex-Tech 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, Nex-Tech may charge a reasonable early termination fee if such fee is clearly indicated in the service agreement. Nex-Tech presently has no early termination fee.

### 3.3 Usage-Based Fees

Nex-Tech’s Internet service is priced on a flat-fee basis (plus taxes). Nex-Tech does not charge end users a usage-based fee for Internet service. For additional information on Nex-Tech’s fee schedule for additional network services, visit Nex-Tech’s website at [www.nex-tech.com](http://www.nex-tech.com).

### 3.4 Privacy Policy

The various network management tools and techniques utilized by Nex-Tech does not monitor, inspect or store the network activity and traffic of its Internet service users. Furthermore, as part of its network management practices, Nex-Tech does not distribute information on network activity and/or traffic to any third party or use network traffic information for any non-network management purpose.

Nex-Tech 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, Nex-Tech reserves the right to monitor bandwidth, usage, transmissions and content for purposes of protecting the integrity of the network and Nex-Tech's Internet access service through reasonable network management practices.

Nex-Tech 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. Nex-Tech 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 network resources customer is using in connection with uploading, downloading or streaming data to and from the Internet.

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

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

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

### **3.5 Disclaimers, Limitations, Indemnification**

Nex-Tech makes no warranties of any kind, whether express or implied, regarding the services it provides to customer. Nex-Tech expressly disclaims any and all warranties relating to its services, including any warranty of merchantability or fitness for a particular purpose.

Nex-Tech shall not be liable, either in contract or in tort, for unauthorized access to customer's facilities, systems, network or customer premises equipment, or for unauthorized access to or alteration, theft or destruction of customer's data files, programs, procedures or information through accident, fraudulent means or devices or any other method.

Customer agrees that Nex-Tech will not be liable for any consequential, incidental or specific damages, including harm to business, lost revenues, lost savings or lost profits suffered by customer, regardless of the form of action, whether in contract, warranty, strict liability or tort, or for any claim by any third party, even if Nex-Tech has been advised of the possibility of such damages. Nex-Tech's entire liability for any claim, loss, damage or expense from any cause whatsoever will in no event exceed sums actually paid to Nex-Tech by customer in the

last twelve (12) months for the specific service giving rise to the claim. No action or proceeding against Nex-Tech will be commenced more than one (1) year after service is rendered.

Customer agrees to indemnify and hold Nex-Tech harmless from any claims or damages, including attorney's fees, resulting from customer's use of Nex-Tech services or breach of this Network Management Practices Policy Disclosure, including, without limitation, customer's causation of damages or injury, directly or indirectly, to any other party.

### **3.6 Force Majeure**

Nex-Tech will not be liable for delays, damages or failures in performance due to causes beyond its reasonable control, including, but not limited to, acts of a governmental body, terrorism, acts of God, acts of third parties, fires, floods, strikes, pandemic, quarantine, civil commotion, work slow-downs or other labor-related activity, or an inability to obtain necessary equipment or services. Customer understands and agrees that temporary interruptions of the service may occur as normal events in the provision of service and that Nex-Tech is not liable for such interruptions. Customer further understands and agrees that Nex-Tech has no control over third-party networks the customer may access in the course of using the service, and therefore, delays and disruptions of other network transmissions are beyond Nex-Tech's control.

## **4. Notices**

All notices required under the Network Management Practices Policy Disclosure shall be considered given if delivered personally or mailed to customer's address of record, including electronic mail, or such other address provided by customer. Customer shall be responsible for notifying Nex-Tech of any address or name changes associated with the service within thirty (30) days of such changes taking effect.

## **5. Entire Agreement**

Except as expressly stated herein, the Network Management Practices Policy Disclosure, together with an executed service order, and the applicable service specific Network Management Practices Policy Disclosure listed below, constitute the entire agreement between customer and Nex-Tech with respect to the services, and supersede any prior agreements, discussions, proposals or written or oral statements. The Network Management Practices Policy Disclosure shall be governed by all applicable laws, regulations, statutes and tariffs, and is subject to change or termination. If the terms of any applicable tariff conflict with the Network Management Practices Policy Disclosure, the Network Management Practices Policy Disclosure shall control except when prohibited by law.

## **6. Severability**

The invalidity or unenforceability of any provision of the Network Management Practices Policy Disclosure shall not affect the validity or enforceability of any other provision of the Network Management Practices Policy Disclosure.

## **7. No Waiver**

No waiver of any of the provisions of the Network Management Practices Policy Disclosure shall constitute a waiver of any other provision, nor shall any waiver as to one event constitute a waiver as to any other event. Any failure by Nex-Tech to enforce or exercise any provision of the Network Management Practices Policy Disclosure or related rights shall not constitute a waiver of that provision or right.

## **8. Governing Law**

The Network Management Practices Policy Disclosure shall be governed in accordance with the laws of the State of Kansas without regard to conflicts of law principles thereof.

## 9. Jurisdiction and Venue

Any legal suit, action or proceeding arising out of the Network Management Practices Policy Disclosure or the transactions contemplated hereby, shall be instituted in the federal courts of the United States of America or the courts of the State of Kansas in each case and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. The parties irrevocably and unconditionally waive any objection to venue of any suit, action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

### 9.1 Redress Options/Contact Us

If you have any questions regarding Nex-Tech's Network Management Practices Policy Disclosure or would like to file a complaint with Nex-Tech regarding its network management practices, please contact Nex-Tech at:

Attn: Director of Operational Support Services  
Nex-Tech, LLC  
P.O. Box 188  
145 North Main  
Lenora, KS 67645  
(785) 625-7070  
[jmccclung@nex-tech.com](mailto:jmccclung@nex-tech.com)

Furthermore, if you believe Nex-Tech is in violation of the FCC's Open Internet Rules, you may file either an informal or formal complaint with the FCC at:

<http://esupport.fcc.gov/complaints.htm>).

### 9.2 Additional Disclaimers

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

For additional information, please review Nex-Tech's [Acceptable Internet Use Policy/Subscriber Agreement](#).