

DOOR COUNTY BROADBAND, LLC
Open Internet Policy
(As of June 7, 2018)

Door County Broadband, LCC (“DCB,” “we,” “our,” or “us”) provides standard broadband Internet connection services, voice services, and other ancillary services to residential and business Customers (collectively, “Services”). DCB supports 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 Customers to access lawful Internet content
- Freedom of Customers to use non-harmful applications of their choice
- Freedom of Customers to attach non-harmful personal devices

This Open Internet Policy sets forth certain information regarding the policies and practices of DCB and how we manage our networks for residential and business broadband Internet connection service (the “DCB BIC Service”). This Open Internet Policy is a supplement to and is incorporated by reference in the various legal terms and conditions of our Services, which are found at <http://doorcountybroadband.com>, including but not limited to DCB’s Wireless Internet Service Provider Agreement (“WISP Agreement”), http://doorcountybroadband.com/DCB_WISP.pdf, the Broadband Acceptable Use Policy, http://doorcountybroadband.com/DCB_AUP.pdf, and DMCA Copyright Infringement Notification Process for the DCB BIC Service, the Acceptable Use Policy for VoIP Service, and the Privacy 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 DCB BIC 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, (collectively, the “DCB Network”). 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 Customer’s premises and the transmission point, as well as the Customer’s connection of multiple devices to the DCB Network. Although we have engineered the DCB Network 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 Customers. Very heavy data usage by even a few Customers at times and places of competing DCB Network demands can affect the performance for all Customers.

I. NETWORK MANAGEMENT PRACTICES

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

DCB 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 Customer 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 Customer 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 DCB.
- 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 Customers experience as high quality a service. Our typical frequency of congestion is less than 5%. Customers select how much high-speed data they receive under a designated service plan. If a Customer exceeds his/her/its selected high-speed allotment during a service cycle, we may reduce the Customer's data speed for the remainder of that service

cycle. We do not impose any additional usage limits for the Services unless part of our network management practices.

In a manner consistent with our WISP Agreement and Privacy Policy, we may monitor network traffic to ensure capacity is sufficient to maintain an efficient network load, to perform diagnostics and to otherwise manage and enhance the DCB Network. To help manage traffic on the DCB Network, during times of high demand, we may allocate available bandwidth among Customers on an equal basis, by plan level. In addition, we may prioritize certain applications, such as public safety and voice, over other traffic types.

- i. DCB may also use specific traffic shaping software in order to prevent single applications from unfairly monopolizing allotted bandwidth and to maintain equitable access to bandwidth for all Customers.
- ii. DCB 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 DCB Network; to determine the routing of Internet traffic; for internal statistical and performance purposes; for lawful intercept capabilities, and/or enforcement of our Service Agreements, as well as manage traffic flow for a better Customer experience. We do not use DPI to conduct data mining for targeted marketing or advertising, or anti-competitive purposes.
- iii. If DCB determines, in our sole and reasonable discretion, that the manner in which a Customer is using the service negatively impacts other Customers or the DCB Network, we reserve the right to apply additional congestion management techniques.

F. Application-Specific Behavior: Subject to the qualification that DCB may reasonably limit or rate-control specific or classes of applications, or other specific protocols or protocol ports as set forth below, DCB 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 DCB Network to potential legal liability, harm any DCB Network or otherwise interfere with or impair the experience of other Customers on DCB Network.

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

The DCB Network 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 DCB Network. DCB does not limit the types of devices that can be connected to the DCB Network, provided the devices are used for lawful purposes and do not harm a DCB Network, violate our Service Agreement, expose DCB to potential legal liability, or harm other users of DCB Networks. However, if we determine, in our sole and reasonable discretion, that the connection of a particular type of device to any DCB Network negatively impacts other users or the DCB Network, or may expose us to potential legal liability or violates our Service Agreement, we reserve the right to limit or restrict Customers' ability to connect such type of device to DCB Networks. If you need technical support services to assist you in the installation and configuration of third party devices, please contact the manufacturer of the third-party device. DCB does not offer support for third-party devices.
- H. Security: DCB has taken reasonable physical, technical and administrative safeguards to protect the integrity and operations of the DCB Network and our Customers from malicious and unwanted Internet traffic. Please see our Privacy Policy, http://doorcountybroadband.com/DCB_Privacy.pdf for details.

We monitor the DCB Network for security threats and may prohibit certain activity on the DCB Network that we may deem, in our sole and reasonable discretion, poses a potential risk to the DCB Network and/or to other Customers. 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 Customer connections, including but not limited to Wi-Fi connections, that are harmful or are commonly used to disrupt the normal use of the DCB Network or use by other Customers, we will attempt to notify the Customer 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 Customer 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 DCB Network or to other Customers, 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 Customer are set forth in the Customer's Service Agreement. Various information is also publicized on the DCB website, <http://doorcountybroadband.com>.

- A. Service Description, Pricing and Fees: Links to a current description of the categories of Internet access service offered to residential and business Customers 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. **Silver, Silver Plus, Gold, Gold Plus, Platinum, Platinum Plus, Diamond and Diamond Plus Plans:** DCB Wireless Internet Service Provider Agreement, details available at http://doorcountybroadband.com/service_wireless
- ii. Voice over IP Terms and Conditions of Service, details available at http://doorcountybroadband.com/service_voip

Business Services:

- i. **Silver, Silver Plus, Gold, Platinum, Platinum Plus, Diamond and Diamond Plus Plans:** DCB Wireless Internet Service Provider Agreement, details available at http://doorcountybroadband.com/service_wireless
- ii. Voice over IP Terms and Conditions of Service, details available at http://doorcountybroadband.com/service_voip

All Residential and Business Plans reflect an auto-pay discount and do not include applicable sales tax. If a Customer does not select auto-pay, and pays via credit or debit card over the phone, or via a check, an additional five –dollar (\$5.00 U.S.) fee per each payment.

Other Fees: Additional fees, such as but not limited to an Equipment 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 WISP Agreement, http://doorcountybroadband.com/DCB_WISP.pdf. 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 the links below:

- i. DCB Wireless Service, details available at http://doorcountybroadband.com/service_wireless
- ii. DCB VoIP Services, details available at http://doorcountybroadband.com/service_voip

- B. Network Speeds: DCB offers a range of download speeds to residential Customers varying from 4 Mbps to 25 Mbps. The network is designed to support these speeds to help ensure that every Customer receives the speeds to which they have subscribed. DCB however cannot guarantee speeds at all times, as there are many factors and conditions beyond DCB's control that can affect Internet performance. Some of these external factors and conditions are:

- i. Performance of Customer computer and/or router
- ii. Type of connection to Customer'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 DCB Network
- vi. Congestion on the DCB Network
- vii. Introduction of additional obstructions between Customer location and DCB transmission location

DCB BIC 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 Access Service Data Services (also known as "Specialized Services"): DCB does not offer data-related Specialized Services to Customers that will affect the last-mile capacity available for, and the performance of, our broadband Internet access Service offering. However, there may be a temporary slowing of Internet speed when using any broadband, VoIP services, and/or gaming at the same time.
- D. Acceptable Use: As set forth in the Service Agreement, all of DCB's residential and business service offerings are subject to all the Acceptable Use Policy ("AUP") section of the Service Agreement, and any applicable standalone AUP, which we may from time to time establish or revise. The AUP for DCB BIC Service is available at http://doorcountybroadband.com/DCB_BIC.pdf, and the AUP for DCB's VoIP Service is available at http://doorcountybroadband.com/DCB_AUP_VoIP.pdf.
- E. Privacy Policy: DCB's current Privacy Policy is available at http://doorcountybroadband.com/DCB_Privacy.pdf.
- F. Redress Options: DCB endeavors to respond to all Customer concerns and complaints in a timely and fair manner. We encourage Customers to contact us at 920-868-9100, or info@doorcountybroadband.com, or U.S. postal mail to discuss any complaints or concerns as they DCB. Our postal address is P.O. Box 54, Baileys Harbor, WI 54202. Please note that complaints or comments sent via the USPS will take longer to address. We strongly recommend using an electronic means of contacting us so that we can address your concerns as soon as possible.
- G. Disputes and Arbitration: The WISP Agreement requires the use of arbitration to resolve disputes and otherwise limits the remedies available to Customers 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 Customer believes that we are not in compliance with the FCC’s rules, the Customer may file an informal complaint with the FCC. The FCC urges Customers 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 DCB 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 Customers 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.

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