OPEN INTERNET STATEMENT AND POLICY

(July 2022)

AtLink Services, LLC ("AtLink", "we," "our," or "us") provides Internet service to residential and commercial subscribers within the State of Oklahoma ("Service"). We are committed to providing our Services as an open platform for innovation, investment, job creation, economic growth, competition, and free expression. AtLink also supports the following Net Neutrality principles:

- Transparency
- NO Blocking of Internet content, subject to reasonable network management as described below
- NO Throttling of 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 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 Statement sets forth certain information regarding the policies and practices of AtLink and how we manage our network for residential and business broadband internet access service (the "AtLink Network"). This Open Internet Policy Statement is a supplement to and is incorporated by reference in our AtLink Terms and Conditions Policy and our Acceptable Use Policy ("Service Agreements") (available at: https://www.atlinkservices.com/legal). In the event of any inconsistency between this Open Internet Policy Statement and the Service Agreements, this Open Internet Policy Statement shall control.

AtLink's broadband access service is a fixed wireless service ("Service"). 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 AtLink Network. Although we have engineered the AtLink Network to provide consistent high-speed data services, some network management for these scenarios is required, because very heavy data usage by even a few Subscribers at times and places of competing network demands can affect the performance of all Subscribers.

I.   NETWORK MANAGEMENT PRACTICES

Network management is activated when congestion is detected on an AtLink Network. In regular intervals, AtLink Network equipment is polled to identify what devices may be experiencing congestion. When a specific device is determined to be congested, the Subscribers serviced from the affected network devices are analyzed and then managed based on plan and usage thresholds until the congestion has been alleviated, as described more fully below. Subscribers are still able to do what they want online; in many cases activities may be unaffected. In other cases, Subscribers may see reduced download or upload speeds. No specific type of usage activity or Subscriber aggregate monthly usage is targeted by these practices. It is important to note that AtLink Network management is temporary and based on constantly changing network conditions.

The network management practices described in this section are part of the "standard" AtLink Network architecture.

A. <u>Blocking</u>: 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. <u>Throttling</u>: Other than reasonable network management practices disclosed below, we do not throttle or otherwise shape, slow, degrade or impair access to lawful Internet traffic on the basis of content, application, service, user, or use of a non-harmful device.

C. <u>Affiliated Prioritization</u>: 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 AtLink.

D. <u>Paid Prioritization</u>: 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. <u>Congestion Management</u>: Our Services are provided on a "best efforts" basis and our congestion management practices are in place to ensure that all Subscribers experience high quality service under varying usage periods. Our typical frequency of congestion is estimated at less than 2%. [If our Network experiences congestion, it is typically between 7:00 pm and 11:00 pm local time.] Subscribers select how much high-speed data they receive under a designated Service plan. If a Subscriber exceeds his/her/its selected high-speed allotment during a service cycle, we may reduce the Subscriber'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 Service Agreements 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 AtLink Network. To help manage traffic on the AtLink Network, during times of high demand, we may allocate available bandwidth among Subscribers on an equal basis, by account level. In addition, we may prioritize certain applications, such as public safety and voice, over other traffic types.

   i. AtLink deploys three types of "fair queuing" as a network management tool when congestion is present in AtLink's Network, including (a) "fair split" where all users on a device get a fair share of bandwidth; (b) "fair factor" which allows for users on different service plans to get a proportion of bandwidth based on their plan (*i.e.* a 5Mbps user will get less bandwidth than a 50 Mbps user); or (c) "borrowing" where AtLink prioritizes types of traffic to deliver a higher quality experience (*i.e.* VoIP has priority over streaming and streaming has priority over bulk file transfers/downloads). No traffic type is completely denied access.

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ii. AtLink may also use specific traffic shaping software in order to manage our Network during periods of congestion.

iii. AtLink 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 AtLink 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. We do not use DPI to conduct mining for targeted marketing or advertising, or anti-competitive purposes.

iv. If AtLink determines, in our sole and reasonable discretion, that the manner in which a Subscriber is using the Service negatively impacts other Subscribers or the AtLink Network, we reserve the right to apply additional congestion management techniques.

F. <u>Application-Specific Behavior</u>: Subject to the qualification that AtLink may reasonably limit or rate-control specific or classes of applications, or other specific protocols or protocol ports as set forth below, AtLink 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 the AtLink Network to potential legal liability, harm the AtLink Network or otherwise interfere with or impair the experience of other Subscribers on the AtLink Network. The AtLink Network may also not support certain high-bandwidth video and voice applications, or peer-to-peer applications that carry unlawful or harmful content/software.

G. <u>Device Attachment Rules</u>: Generally, you do not need approval to connect a third-party device to the AtLink Network. AtLink does not limit the types of devices that can be connected to any AtLink Network, provided they are used for lawful purposes and do not harm the AtLink Network, violate our Service Agreements, or harm other users of AtLink Networks. However, if we determine, in our sole and reasonable discretion, that the connection of a particular type of device to the AtLink Network negatively impacts other users or the AtLink Network, or may expose us to potential legal liability, we reserve the right to limit or restrict Subscribers' ability to connect such type of device to the AtLink Network. If you need technical support services to assist you in the installation and configuration of third party devices, please contact us via our help line 405-753-7151, or via email at techsupport@atlink.net or visit https://www.atlinkservices.com/get-help. Depending on your level of Service, there may be an additional monthly fee for IT support services that require a visit to your residence, business, or other service location.

H. <u>Security</u>: AtLink has taken reasonable physical, technical and administrative safeguards to protect the integrity and operations of the AtLink Network and our Subscribers from malicious and unwanted Internet traffic. We monitor the AtLink Network for security threats and may prohibit certain activity on the AtLink Network that we may deem, in our sole and reasonable discretion, poses a potential risk to the AtLink Network 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 the AtLink 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

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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 AtLink Network 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 Subscriber are set forth in the Subscriber's email Confirmation of Sale ("COS"), invoice and [MyAtLinkAccount](#) page. Various information regarding our Services, including additions, changes or modifications are also published on the AtLink website at https://www.atlinkservices.com/.

A. <u>Service Pricing and Fees</u>: Links to the current rate card pricing and additional fees for Internet access service offered to residential and business Subscribers are available at https://www.atlinkservices.com/residential-internet and https://www.atlinkservices.com/business-high-speed-internet. AtLink offers a range of service plans and special promotions that may affect this pricing and the pricing for our Services are subject to change at any time.

B. <u>Usage Metering</u>: AtLink subscriptions do not currently include any specific data volume restrictions or "data caps". However, as our Acceptable Use Policy explains in pertinent part:

> *AtLink offers multiple packages of Service with varying speeds and features . . . (not all packages are available in all areas). [However,] you must ensure that your activities do not improperly restrict, inhibit, or degrade any other user's use of the Service, nor represent (in AtLink's sole judgment) an unusually great burden on the network itself. In addition, you must ensure that your use does not improperly restrict, inhibit, disrupt, degrade or impede AtLink's ability to deliver the Service and monitor the Service, backbone, network nodes, and/or other network services. If you use excessive bandwidth as determined by AtLink), AtLink may terminate, suspend, or require you to upgrade the Service and pay additional fees.*

C. <u>Network Speeds</u>: AtLink offers a standard range of download speeds to residential Subscribers varying from 1 Mbps to 1,000 Mbps. The AtLink Network is designed to support these speeds to help ensure that every Subscriber receives the speeds to which they have subscribed. AtLink however cannot guarantee speeds at all times, as there are many factors and conditions beyond AtLink'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 AtLink 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 AtLink Network

AtLink internet packages 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.

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D. Impact of Non-Broadband Internet Access Service Data Services (also known as "Specialized Services"): AtLink does not offer [data-related] Specialized Services to Subscribers 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 of AtLink's broadband and VoIP services at the same time.

E. Acceptable Use: As set forth in the AtLink Subscriber Agreement (https://www.atlinkservices.com/subscriber-agreement-online-privacy-policy), all AtLink's service offerings are subject to the AtLink Acceptable Use Policy ("AUP"), which we may from time to time establish or revise. The AUP is available here: https://www.atlinkservices.com/acceptable-use-policy.

F. Privacy Policy: AtLink's Privacy Policy is available at: https://www.atlinkservices.com/privacy-policy.

G. Redress Options: AtLink endeavors to respond to all Subscriber concerns and complaints in a timely and fair manner. We encourage Subscribers to contact us at (405) 753-7151, Toll Free: (855) 228-8914, https://www.atlinkservices.com/contact-us or U.S. postal mail to discuss any complaints or concerns as they arise. Our postal address is AtLink Services, LLC, ATTN: Customer Care, P. O. Box 5340, Oklahoma City, OK 73083-5340; and our business address is 13431 Broadway Ext Suite 150, Oklahoma City, OK 73114.

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/document/fcc-releases-restoring-internet-freedom-order.

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 AtLink 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 Agreement and Privacy Policy.

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