

Open Internet Statement and Policy

CONNEXT NETWORKS

Open Internet Policy Statement

(as of August 2020)

Connex Networks' ("Connex Networks," "we," "our," or "us") provides Internet access services to residential and commercial subscribers in Utah ("Services"). We are committed to providing our Services as an open platform for innovation, investment, job creation, economic growth, competition, and free expression. Connex Networks also 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 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 Statement sets forth certain information regarding the policies and practices of Connex Networks and how we manage our networks for residential and business broadband internet access service (the "Connex Networks"). This Open Internet Policy Statement is a supplement to and is incorporated by reference in the various legal terms and conditions of our Services, which are found at our Policies and Agreements page, including but not limited to Connex Networks' "Acceptable Use Policy" (collectively "Service Agreements"). In the event of any inconsistency between this Open Internet Policy Statement and the Service Agreements, this Open Internet Policy Statement shall control.

Connex Networks' broadband access service is a combination of fiber-optic and fixed wireless services. 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 a Connex Network. Although we have engineered the Connex 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 Connex Network demands can affect the performance for all subscribers

I. NETWORK MANAGEMENT PRACTICES

Network management is only activated when congestion is detected on a Connex Network. In regular intervals, Connex 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 that/those network device(s) are analyzed and then managed based on plan and usage thresholds until the congestion has been alleviated, as described more fully below. Subscribers will still be able to do what they want online; in many cases activities may be unaffected. In other cases, subscribers may see reduced speed in downloads or uploads. No specific type of usage activity or subscriber aggregate monthly usage is targeted by these practices. It is important to note that Connex Network management is temporary and based on constantly changing network conditions. **In most cases, subscribers connected to Connex's fiber optic network are not affected by typical congestion issues that are commonly seen on fixed wireless or other network mediums.**

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

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 Connex Networks.

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. 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 Connex Networks. To help manage traffic on the Connex Networks, 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. Connex Networks deploys three types of “fair queuing” as a network management tool when congestion is present in Connex Networks, 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 50Mbps user); or (c) “borrowing” where Connex Networks prioritizes types of traffic to deliver a higher quality of experience (i.e. VoIP has priority over streaming and streaming has priority over bulk file transfers/downloads). No traffic type is completely denied access.

- ii. Connex Networks may also use specific traffic shaping software in order to manage our Network during periods of congestion.
- iii. Connex Networks 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 Connex 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 data mining for targeted marketing or advertising, or anti-competitive purposes.
- iv. If Connex Networks determines, in our sole and reasonable discretion, that the manner in which a subscriber is using the service negatively impacts other subscribers or any Connex Network, we reserve the right to apply additional congestion management techniques.

F. Application-Specific Behavior: Subject to the qualification that Connex Networks may reasonably limit or rate-control specific or classes of applications, or other specific protocols or protocol ports as set forth below, Connex Networks 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 Connex Network to potential legal liability, harm any Connex Network or otherwise interfere with or impair the experience of other subscribers on Connex Networks. Connex Networks also 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 a Connex Network. Connex Networks does not limit the types of devices that can be connected to any Connex Networks, provided they are used for lawful purposes and do not harm a Connex Network, violate our Service Agreements, or harm other users of Connex Networks. However, if we determine, in our sole and reasonable discretion, that the connection of a particular type of device to any Connex Network negatively impacts other users or the Connex 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 Connex Networks. If you need technical support services to assist you in the installation and configuration of third party devices, please contact us or visit <https://www.connexbroadband.com/support/>. 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: Connex Networks has taken reasonable physical, technical and administrative safeguards to protect the integrity and operations of Connex Networks and our subscribers from malicious and unwanted Internet traffic. We monitor the Connex Network for security threats and may prohibit certain activity on Connex Networks that we may deem, in our sole and reasonable discretion, poses a potential risk to any Connex 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 any Connex 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 any Connex 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, invoice and [My Account](#) page. Various information regarding our Services, including additions, changes or modifications are also publicized on the Connex Networks Web site at <https://www.connexbroadband.com/>.

A. Service Description and Terms: Links to a current description of the categories of Internet access service offered to residential and business subscribers are available below. The service terms of our Services are subject to change at any time:

i. Residential & Business Services –

- i. Broadband Internet Terms and Conditions of Service

B. Service Pricing and Fees: Links to the current service pricing and additional fees for Internet access service offered to residential and business subscribers are available below. Connex Networks 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:

- i. [Standard Service Pricing for Internet Service](#)

C. Usage Metering: Connex Networks subscriptions do not currently have a set monthly data usage limit (up and down transfer) for each of the subscriber service plans. However, If Connex Networks in its sole discretion identifies a subscriber as a user who far exceeds standard usage thresholds, Connex Networks may throttle or limit said subscribers service in an effort to maintain network efficiency and fairness with other subscribers connecting to the same network.

Subscribers will be notified when they have been identified as “mega users” and their services are throttled or limited. Email notification will be sent to the subscriber at the following events:

- i. Wireless Subscriber exceeds 2TB in any given month
- ii. Fiber Subscriber exceeds 5TB in any given month

D. Network Speeds: Connex Networks offers a range of download speeds to residential subscribers varying from 5 Mbps to 1000 Mbps. The network is designed to support these speeds to help ensure that every subscriber receives the speeds to which they have subscribed. Connex Networks, however, cannot guarantee speeds at all times, as there are many factors and conditions beyond Connex Networks’ 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 Connex Networks Customer Premise Equipment (i.e., Wi-Fi)
- iii. Congestion of web sites and services on Internet
- iv. Web site or service limiting speeds on the Internet
- v. Internet and equipment performance outside of the Connex Network

Connex Networks 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.

Here is a [Speed Test](#) link for our subscribers to use. While the test results on this site provide information regarding service speeds, they are not definitive as they are highly dependent on equipment and configuration found in the home network.

E. Impact of Non-Broadband Internet Access Service Data Services (also known as “Specialized Services”): Connex Networks does not offer Specialized Services to subscribers that will affect the last-mile capacity available for, and the performance of, our broadband Internet access Service offering.

F. Acceptable Use: As set forth in the Service Agreement, all of Connex Networks’ service offerings are subject to the Acceptable Use Policies (“AUP”) section of the Service Agreement, which we may from time to time establish or revise. The AUP can be found at www.connexbroadband.com

G. Privacy Policy: Connex Networks’ current Privacy Policy is available at www.connexbroadband.com

H. Redress Options: Connex Networks’ endeavors to respond to all subscriber concerns and complaints in a timely and fair manner. We encourage subscribers to contact us at 801-686-2468, or billing@connextllc.com, or U.S. postal mail to discuss any complaints or concerns as they arise. Our postal address is 1186 E 4600S ste 300 Ogden, UT 84403, Attention: Customer Care.

I. Disputes and Arbitration: The Service Agreement requires 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 Statement does not affect, alter or otherwise supersede the legal status of cooperative efforts by Connex Networks 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 Statement 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.