

Net Neutrality Policy
LA HARPE VIDEO & DATA SERVICES COMPANY, INC.

In this document, the terms "you" and "your" refer to customers of LAHARPE Internet Access Service. The terms "we" and "our" refer to **LA HARPE VIDEO & DATA SERVICES COMPANY, INC. (LVDSCI)** and LVDSCI's Internet Access Service.

1.) Definitions

Service -Internet access purchased from LVDSCI. This includes connectivity from your equipment at your premises to the Internet equipment at LVDSCI's office, connection of LVDSCI's equipment to the Internet, and LVDSCI's equipment that is used to route and manage your traffic to and from the Internet and to provide you with services such as e-mail, web surfing, file transfer, Internet video, and others.

Bandwidth -The amount of data per second. This may be thought of as the "pipe" that carries Internet traffic.

Bandwidth capacity is the amount of bandwidth that we or another network provider makes available for your use, such as the amount of data that can be sent over a wire or fiber optic system.

Bandwidth demand is the amount of bandwidth that a customer wants to use.

Best Effort -where all customers share a point in the path between the source (customer) and destination (web site, e-mail server, etc.), LVDSCI will make a best effort to provide each customer with their nominal bandwidth, but may not be able to do this where bandwidth demand exceeds bandwidth capacity. In such cases, LVDSCI will attempt to deliver each customer's traffic as fast and as completely as possible during congested situations. There are no guarantees of bandwidth available to customers who purchase best-effort services. All Internet services available from LVDSCI are best effort except those services specifically described as Committed Bandwidth, such as T-1 services.

Congestion -A situation where the total bandwidth demand (in bits of information per second) on a component of the Internet, including on any part of our network or other networks that we connect to, exceeds the bandwidth capacity of that component to such an extent that traffic flow and service experience degradation. Congestion is usually of a transitory nature, however, in some cases, such as an extremely popular website, it may last for a significant period.

Degradation of Service -Less than optimal performance of Internet services. This may appear to you as slow response on web sites and e-mail or distorted or frozen video.

Nominal Bandwidth -The bandwidth of the service package you purchase. This is your maximum allowed bandwidth.

2.) Terms of Service and Network Management Practices

- 1.) The bandwidth you purchase (your service package or nominal bandwidth) is the MAXIMUM bandwidth available to you. Unless you have purchased a Committed Bandwidth service that specifically guarantees a fixed bandwidth, such as a T.1 circuit, your nominal bandwidth is not a guaranteed bandwidth. LVDSCI will attempt to transmit your data in a timely fashion; however, LVDSCI does not guarantee you that you will be able to use your entire nominal bandwidth at any given time. This is referred to as "best effort" service.

LVDSCI strives to make your total nominal bandwidth available for you to use within our network. LVDSCI cannot control bandwidth available, congestion, or service quality on those parts of the Internet beyond our network.

When other customers use our network, you may not be able to use your maximum nominal bandwidth because all customers share total bandwidth capacity at some points on our network and on the Internet. If the bandwidth demand of all customers at that network location exceeds the bandwidth capacity provided, you may not be able to use your entire nominal bandwidth. All services other than Committed Bandwidth services are "shared, best-effort services" used by many customers.

We size our Internet services by the bandwidth demand of all our customers, including your service, based on best-of-breed engineering practices. Service is provided equally to all customers of best effort services, and every customer's data has an equal chance to be served.

Service is provided equally to all customers and to all Internet services, protocols, sources, or destinations on the Internet such as websites, e-mail servers, etc.

- 2.) LVDSCI may block any service, protocol, source, or destination that LVDSCI determines to be illegal or a threat to life, property, or national security, or if ordered to block or otherwise modify your data by law enforcement agencies,

LVDSCI may block any service, protocol, source, or destination where LVDSCI determines, at its sole discretion that such blocking is necessary to protect our customers and/or our network from security vulnerability such as viruses or malicious software, or known exploits such as phishing or routing redirects. This includes situations where your computer has been "hijacked" by malicious software such as a Trojan horse or in situations where we determine that your computer is a source of "spam". We will attempt to contact you in such situation, but we reserve the right to block any customer's computer from access to our network prior to contacting you if we determine such action is necessary to protect other customers, our network, or other sources or destinations on the Internet.

- 3.) At this time, LVDSCI does not implement network management techniques when congestion occurs, however, in times of congestion on LVDSCI's network, LVDSCI may, at its sole discretion; implement reasonable network management techniques to protect the services of all of LVDSCI's customers so that each customer has adequate service quality. LVDSCI will not implement network management if degradation of service is caused by congestion on portions of the Internet outside of LVDSCI's network. LVDSCI will notify our

customers on this website of changes to our network management policy.

3.) Devices & Software that may be Attached to LVDSCI's Internet Access Service

- 1.) There are no restrictions on types of devices you may connect to LVDSCI's network other than that they must be approved by the Federal Communications Commission (FCC) for use in the US telecommunications network. You may not connect any equipment to LVDSCI's network that is not approved by the FCC. Most commercially available equipment such as modems, routers, and PCs are approved. All equipment approved by the FCC will have a label stating that it is approved and what the type of the approval is. This information is also found in the user's manual or printed instructions that are provided with the equipment and may be found online at the manufacturer's website. You should read this label whenever you buy any equipment you wish to connect to LVDSCI's network. If you have questions about any particular equipment, please call us at (217) 659-7721.
- 2.) LVDSCI's Internet access service is designed to function with accepted industry standard interface software such as provided by Microsoft, Apple, and others. If you use a type of software not widely used in the worldwide Internet, you may experience some problems with compatibility between your software and LVDSCI's Internet access service. If you have any questions, please call us at (217) 659-7721, and we will try to help you resolve this problem. It is the customer's responsibility to assure that their software and operating interfaces conform to industry accepted specifications.

4.) Network Security

- 1.) LVDSCI uses the latest industry-best-practices to maintain integrity and security of its network. This may include security protections that interfere with some types of customer traffic. If you believe your services are being disrupted by our security systems, please contact us at (217) 659-7721.

LVDSCI provides a level of protection for your computers from spam, viruses, and other malicious or unwanted items. While LVDSCI strives to provide the best protection possible for your computer, we make no guarantees that we can prevent all malicious or unwanted items from accessing your computer. It is your responsibility to protect your computers and other devices from unwanted or harmful items. It is very strongly recommended that you provide your own virus and malware protection, spam filtering, and firewall software.

There are additional considerations regarding prohibited uses and Internet security related to LVDSCI's Internet access service. See our Acceptable Use Policy at www.laharpetelephone.com/notices_tariff/.

5.) Services LVDSCI Offers

- 1.) LVDSICI's Internet access services and pricing can be found at www.laharpetelephone.com/notices_tariff/. The bandwidths listed are the maximum bandwidth of the service. You will not be provided additional bandwidth above what you purchased, even for short periods of time. You are not permitted to "burst" traffic above your purchased bandwidth.

6.) Use of LVDSICI's Services for Real-Time Applications such as Streaming Video

- 1.) The Best Effort services above may be suitable for real-time applications if the customer has purchased adequate bandwidth for that service. Disruption during times of congestion, if any, which you experience, will be minimized if you purchase adequate bandwidth for the services you wish to use. However, since there are occasionally conditions of extreme congestion at various points in the Internet, including LVDSICI's network, unless you have purchased a Committed Bandwidth service that specifically guarantees a fixed bandwidth LVDSICI does not guarantee that your service will never be degraded.

Note that bandwidth requirements will differ by real-time application. For example, video such as that offered by various services like YouTube may require somewhat less total bandwidth than entertainment quality streaming video like Netflix. Bandwidth requirements may also differ among providers.

7.) Privacy of Customer Information

- 1.) LVDSICI may inspect packets of data you send or receive over our network to allow us to route your data correctly. We inspect only the packet headers which tell us where to send your data and the type of data it is, i.e.: web surf, video, file transfer, etc.

LVDSICI does not examine the content of your data, i.e.: the data which you send or receive, such as the messages from and to e-mail addresses of your e-mail, which web sites you visit, the sources of your video, or the contents of files you send or receive.

LVDSICI does not store your data, or sell or reveal it to any third parties.

- 2.) LVDSICI may provide any of your data, both on an active, real time basis and stored data such as your billing records, to law enforcement under appropriate legal orders if law enforcement requests your information in matters dealing with illegal acts or a threat to life, property, or national security.

8.) Contact Us

If you have questions or comments regarding our network management policies or practices, please contact us at (217) 659-7721.