



Open Internet Policy Statement

Access One (“ACCESS ONE”) provides Internet access services to business subscribers (the “Services”). We are committed to providing our Services as an open platform for innovation, investment, job creation, economic growth, competition, and free expression. ACCESS ONE 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 ACCESS ONE and how we manage our network for business broadband internet access service (“ACCESS ONE Networks”). This Open Internet Policy Statement is a supplement to and is incorporated by reference in the various terms and conditions of our Services, which are set forth in the 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.

Access One maintains high availability and reach-ability targets by peering with multiple upstream providers and load balancing incoming and outgoing traffic via BGP metrics, communities, and preferences. Traffic on each egress path is monitored by the Operations staff and reviewed by Engineering for bandwidth management and forecasting.

All transit traffic is managed without regard to application, unless a specific customer requests or negotiates application specific limitations for that customer’s access link(s). Standard datalink and network prioritization settings are honored within our transit network. Connecting to multiple providers allows for higher performance and lower transit times for customer traffic, getting traffic from the sending network to the receiving network by traversing the fewest number of transit networks.

Each egress link is managed with a goal of less than 60% peak utilization while still allowing for the most direct path between internal and external IP networks. If utilization exceeds these targets, routes are adjusted to move traffic to a path with lesser utilization. If utilization reaches or exceeds 60% of total committed bandwidth for a hub location over a 3-month period, then subscription increases are recommended by Engineering and reviewed by Management.

At least one egress link at each hub facility is sized with non-committed bursting capacity to be able to support 100% of normal traffic for that hub so that outages or planned maintenance for a single transit provider would not interrupt or impair service availability for customers connecting through that hub.

I. NETWORK MANAGEMENT PRACTICES

Network management is only activated when congestion is detected on the networks of the underlying providers. The underlying providers may have certain network management protocols in order to provide the best online experience possible for all subscribers. When network management is activated to alleviate congestion, subscribers' online activities should be unaffected. However, 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 network management is temporary and based on constantly changing network conditions.

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 use of non-harmful devices.

B. Throttling: Other than reasonable network management practices disclosed above, 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 (an entity that controls, is controlled by, or is under common control with ACCESS ONE).

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: The wireless portion of our Services are provided on a "best efforts" basis, and the congestion management practices are in place to ensure that all subscribers experience a high quality of service. Business subscribers to the wireless portion of our Services select how much high-speed data they receive under a designated service plan. If a subscriber exceeds its selected high-speed allotment during a service cycle, their data speed for the remainder of that service cycle may be reduced. There is no imposition of any additional usage limits for the Services unless part of the 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 ACCESS ONE Networks. To help manage traffic on the ACCESS ONE Networks, during times of high demand, available bandwidth may be allocated among subscribers on an equal basis, by account level. In addition, certain applications may be prioritized, such as public safety and voice, over other traffic types.

F. Application-Specific Behavior: Subject to the qualification that ACCESS ONE may reasonably limit or rate-control specific or classes of applications, or other specific protocols or protocol ports as set forth below, ACCESS ONE 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 ACCESS ONE Network to potential legal liability, harm any ACCESS ONE Network or otherwise interfere with or impair the experience of other subscribers on ACCESS ONE Networks. ACCESS ONE 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 ACCESS ONE Networks. ACCESS ONE does not limit the types of devices that can be connected to any ACCESS ONE Network, provided they are used for lawful purposes and do not harm any ACCESS ONE Network, violate our Service Agreements, or harm other users of ACCESS ONE Networks. However, if we determine, in our sole and reasonable discretion, that the connection of a particular type of device to any ACCESS ONE Network negatively impacts other users or ACCESS ONE Networks, 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 ACCESS ONE Networks. If you need technical support services to assist you in the installation and configuration of third-party devices, please contact us at 800-804-8333 or visit our website at: <http://www.accessoneinc.com>. 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: ACCESS ONE has taken reasonable physical, technical and administrative safeguards to protect the integrity and operations of ACCESS ONE Networks and our subscribers from malicious and unwanted Internet traffic. We monitor the ACCESS ONE Network for security threats and may prohibit certain activity on ACCESS ONE Networks that we may deem, in our sole and reasonable discretion, poses a potential risk to any ACCESS ONE 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 ACCESS ONE 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 ACCESS ONE Network or to other subscribers, or may expose us to potential legal liability. We offer enhanced protection through our Managed Services solutions, including additional software and maintenance/monitoring services and disaster recovery services. For more information about our Managed Services, please contact us at 800-804-8333 or visit our website at: <http://www.accessoneinc.com>.

II. PERFORMANCE CHARACTERISTICS AND COMMERCIAL TERMS

A. Service Description: ACCESS ONE provides broadband access via ISDN, ADSL, DS1, DS3, Wireless, and Ethernet services. Transit times to cross the network are guaranteed to be less than 80 ms and average less than 20ms. With proper end-user device configuration, connections are suitable for real-time services.

B. Price: ACCESS ONE has competitive prices for each type and speed and service term pertaining to the various broadband access solutions. ACCESS ONE will provide a written quote upon request (800-804-8333).

C. Privacy Policy. ACCESS ONE's Privacy Policy can be found at:
<https://www.accessoneinc.com/sites/default/files/Policies-Privacy-Policy.pdf>

D. Redress Options: ACCESS ONE maintains and manages a technical support staff to handle trouble reports, acceptable use violations, and other service inquiries (800-804-8333).

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

The Open Internet Rules, as adopted, and these Open Internet Principles 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 the company, rights holders, and end users. Furthermore, the FCC’s Open Internet Rules, as adopted, and this company’s Open Internet Principles do not prohibit the company from making reasonable efforts to address the transfer of unlawful content or unlawful transfers of content. For additional information, please review the Acceptable Use Policy at: <http://www.accessoneinc.com/terms-of-use>.