ZIRKEL WIRELESS, LLC

OPEN INTERNET POLICY
Effective: March 2023

ZIRKEL WIRELESS, LLC ("Zirkel," "we," "our," or "us") is committed to an open Internet and 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 Customers to access lawful 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 Zirkel and how we manage our network for broadband internet access service (the "Zirkel Networks"). This Open Internet Policy is a supplement to and is incorporated by reference in our Zirkel Wireless Internet Service Terms and Conditions Agreement ("Service Agreement'") (available at: https://www.zirkelwireless.com/termsandconditions/), and in the event of any inconsistency between this Open Internet Policy and the Service Agreement, this Open Internet Policy shall control.

Zirkel's broadband access service is primarily 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 Customer's premises and the transmission point, as well as the Customer's connection of multiple devices to the Zirkel Networks. Although we have engineered the Zirkel Networks to provide consistent high-speed data services, some network management for these scenarios is required, because very heavy data usage by even a few customers at times and places of competing network demands can affect the performance of all Customers.

I.   NETWORK MANAGEMENT PRACTICES

1. Blocking: Other than reasonable network management practices disclosed below, we do not block or otherwise prevent a Customer from accessing lawful content.

2. Throttling: Other than reasonable network management practices disclosed below, we do not throttle or otherwise degrade or impair access to lawful internet traffic on the basis of content, application, service, user, or use of a non-harmful device.

3. 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 Zirkel.

4. <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.

5. <u>Congestion Management</u>: Our Service is provided on a "best efforts" basis and our congestion management practices are in place to ensure that all Customers experience high quality Service under varying usage periods. Our typical frequency of congestion is estimated at less than one percent. Customers select how much high-speed data they receive under a designated Service plan; the specific Service plan is set forth at https://www.zirkelwireless.com/order/. If a Customer exceeds 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 Service. In a manner consistent with our Service 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 Zirkel Networks. To help manage traffic on the Zirkel Networks, during times of high demand, we may allocate available bandwidth among Customers on an equal basis, by account level. In addition, we may prioritize certain applications, such as public safety and voice, over other traffic types.

   1. We may also use specific traffic shaping software in order to ensure a certain level of performance, quality of service (QoS), or return on investment (ROI). Traffic shaping, also known as packet shaping, is a type of network bandwidth management for the manipulation and prioritization of network traffic to reduce the impact of heavy use cases from effecting other users. Traffic shaping identifies and classifies traffic streams by priority. High-priority traffic gets forwarded immediately, and lower-priority traffic gets rate-limited using various methods.
   2. We 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 the Zirkel Networks; to determine the routing of Internet traffic; for internal statistical and performance purposes; for lawful intercept capabilities, and/or enforcement of our Service Agreement. We do not use DPI to conduct data mining for targeted marketing or advertising, or anti-competitive purposes.
   3. If we determine, in our sole and reasonable discretion, that the manner in which a Customer is using the Service negatively impacts other Customers or the Zirkel Networks, we reserve the right to apply additional congestion management techniques.

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

7. <u>Device Attachment Rules</u>: Generally, you do not need approval to connect a third-party

device to the Zirkel Networks. Zirkel does not limit the types of devices that can be connected to the Zirkel Networks, provided they are used for lawful purposes and do not harm the Zirkel Networks, violate our Service Agreement, or harm other users of the Networks. However, if we determine, in our sole and reasonable discretion, that the connection of a particular type of device to the Zirkel Networks negatively impacts other users or the Zirkel Networks, or may expose us to potential legal liability, we reserve the right to limit or restrict Customers' ability to connect such type of device to the Zirkel Networks. If you need technical support services to assist you in the installation and configuration of third party devices, please contact us at 970-871-8500 or visit https://www.zirkelwireless.com/contact-us/. Depending on your level of Service, there may be an additional monthly fee for IT support services.

8. Security: We have taken reasonable physical, technical and administrative safeguards to protect the integrity and operations of the Zirkel Networks. We monitor the Zirkel Networks for security threats and may prohibit certain activity on the Zirkel Networks that we may deem, in our sole and reasonable discretion, poses a potential risk to the Zirkel Networks 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 Zirkel Networks 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 Zirkel Networks 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 Customer is set forth in the Customer's Confirmation of Sale ("COS"). Various information is also publicized on the Zirkel Website.

1. Service Description and Pricing: Links to a current description of the categories of Internet access service offered to residential and business Customers are available here, including pricing, expected and actual access speed and latency, and the suitability of the service for real-time applications:

   RESIDENTIAL

   1. Basic, details available at https://www.zirkelwireless.com/order/
   2. Premier, details available at https://www.zirkelwireless.com/order/
   3. Turbo, details available at https://www.zirkelwireless.com/order/
   4. Turbo Plus, details available at https://www.zirkelwireless.com/order/
   5. Extreme, details available at https://www.zirkelwireless.com/order/

BUSINESS

We do not differentiate between Residential and Business plans. However, if a Customer needs a customized / dedicated business account or service plan, please contact us at https://www.zirkelwireless.com/contact-us/.

1. Impact of Non-Broadband Internet Access Service Data Services (also known as "Specialized Services"): We do 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 of Zirkel's broadband and VoIP services at the same time.

2. Various Fees. A current description of fees that we assess for our service can be found at: https://www.zirkelwireless.com/feeschedule.

3. Fees for Additional Services: A current description of the fees for additional network-related services can be found at: https://www.zirkelwireless.com/feeschedule.

4. Network Speeds: Zirkel offers a standard range of download speeds to residential Customers varying from 3 Mbps to 33 Mbps. The standard range of download speeds for business Customers is from 3 Mbps to 33 Mbps. The Zirkel Networks are designed to support these speeds to help ensure that every Customer receives the speeds to which they have subscribed. Zirkel however cannot guarantee speeds at all times, as there are many factors and conditions beyond Zirkel's control that can affect Internet performance. Some of these external factors and conditions are:

    1.   Performance of Customer computer and/or router
    2.   Type of connection to Customer's own equipment (i.e., Wi-Fi)
    3.   Congestion of websites and services on the Internet
    4.   Website or service limiting speeds on the Internet
    5.   Internet and equipment performance outside of the Zirkel Networks

    The Zirkel 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.

5. Acceptable Use: As set forth in the Service Agreements, all of Zirkel's service offerings are subject to the Acceptable Use Policy ("AUP") section of the Service Agreements, which we may from time to time establish or revise.

6. Privacy Policy: Zirkel's current Privacy Policy is available here: https://www.zirkelwireless.com/privacy-policy/.

7. Redress Options: Zirkel endeavors to respond to all Customer concerns and complaints in a timely and fair manner. We encourage Customers to contact us at 970-871-8500 or support@zirkel.us, or U.S. postal mail to discuss any complaints or concerns as they arise. Our postal address is 1856 Kamar Plaza, Steamboat Springs, CO 80487 Attn: Management Team.

8. Disputes and Arbitration: The Service 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/document/fcc-releases-restoring-internet-freedom-order.

If you believe 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. To file an informal complaint, select the "Internet" button and enter "Open Internet" in the subject field of the resulting form. Or contact the Open Internet Ombudsperson at: ombudsperson@fcc.gov.

IV.   ADDITIONAL DISCLAIMERS

This Open Internet Policy does not affect, alter or otherwise supersede the legal status of cooperative efforts by Zirkel 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 Agreement and Privacy Policy.

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