

ACCEPTABLE USE AND NETWORK MANAGEMENT POLICY

Santel Communications Cooperative Inc., affiliates and wholly owned subsidiary Communication Enterprises Inc., also known as CEI, (collectively "Santel") have established an Acceptable Use and Network Management Policy ("AUP") for the protection of Santel and its customers for the use of its products and services. Santel can be contacted at (605) 796-4411 regarding any questions you have about this AUP, Santel, or its products and services. By using services provided by Santel, you agree to be bound by the terms of this AUP.

Santel commits to the open and non-discriminatory use of the Internet by its customers and commits to use reasonable network management practices to ensure an open Internet. Santel will manage its network and provide access in accordance with the Federal Communications Commission's (FCC's) Open Internet Rules. Santel's policies regarding network management practices are outlined herein, in an effort to create transparency and to inform current customers, prospective customers, third-party content providers and other interested parties.

Transparency. Santel shall make available public information on its website <http://www.santel.coop/terms> regarding its AUP and terms of its service sufficient for customers to make an informed choice regarding their use of such services. Santel will not unjustly or unreasonably prevent or interfere with competition among content, applications, service, or device providers.

Network Security and Congestion Management. Santel uses generally accepted technical measures to provide acceptable service levels to all customers, such as application-neutral bandwidth allocation, as well as measures to address service attacks, illegal content and other harmful activities to protect network integrity and reliability. Congestion due to malfunctioning hardware and/or software will be remedied as quickly as network engineers can diagnose and identify the offending hardware / software. Congestion due to malice will be remedied using any technique available, including protocol-aware filtering and rate-limiting, to control and limit the offending source. Santel may seek criminal charges against those who inflict network malice. Santel may also attempt to recover costs incurred from network malice.

Santel reserves the right to prioritize traffic based on real time and non-real time applications during heavy congestion periods based on generally accepted technical measures. Santel reserves the right to set speed thresholds on the amount of data you as a customer can upload and download within stated time periods. If you exceed these thresholds, Santel may temporarily limit the speed at which you can send and receive data over the Santel access network. Santel may use other traffic management and prioritization tools to help ensure equitable access to the Santel network for all customers. Excessive bandwidth or hardware usage that adversely affects Santel's ability to provide its Internet or any other service may result in additional account management and fees.

Santel reserves the right to monitor customer usage and evaluate on an individual account basis bandwidth or hardware utilization to efficiently manage the performance of the network to ensure a sustainable quality broadband service is provided. Peak network usage is between 4 pm and 11 pm Monday – Friday and 10 am – 11 pm Saturday and Sunday. During peak usage times, priority is given to applications such as browsing, email, streaming, instant messaging, gaming and VoIP. The customer further agrees

that Santel has the right to disclose any information it deems necessary to satisfy any legal or operational requirements.

Throttling. Santel shall not unjustly or unreasonably (other than reasonable network management elsewhere disclosed) degrade or impair access to lawful Internet traffic based on content, application, service, user, or use of non-harmful devices, including a description of what is throttled and when.

Affiliated or Paid Prioritization. Santel shall not unjustly or unreasonably favor some traffic over other traffic including through use of techniques such as traffic shaping, prioritization, or resource reservation, to benefit an affiliate or in exchange for consideration, monetary or other benefit.

Application-Specific Behavior. Santel does make use of application-specific network management practices, specifically for streaming video. Streaming video demand and peak usage periods can be dynamic, and our systems monitor demand to sustain and balance overall network performance for all general Internet users. (See above section noted Network Security and Congestion Management) When streaming video rate limiting is systematically applied, protocol fields are modified to balance current consumption demands.. Santel does not rate inhibit certain streaming video providers. With the exception of streaming video, Santel does not block or rate-control specific protocols or protocol ports, except for malformed or non-standard protocol traffic as identified by Santel and outbound Simple Mail Transfer Protocol ("SMTP") as a protection and security control mechanism against unsolicited commercial email ("UCE").

Security. Santel provides its own methods to secure and protect its Internet service and network. Such action is not a substitute for the customer providing his/her own security or protection for your own software, devices, network or data. Santel specifically disclaims any liability for any breach of security or any harm to customer's computing system while connected to Santel's Internet service.

Internet Service. This AUP applies to customer use of any Santel Internet service regardless of technology or the Internet-based application utilized. It is not acceptable to use the Santel network for any purpose that violates local, state or federal laws or to transmit communications that might be highly offensive or damaging to any recipients or to use the service in a manner that is unintended. It is not acceptable to interfere with, violate, circumvent, misuse, distribute or disrupt network users, equipment or services. A customer may not:

1. Use any Internet service or use or permit the use of Internet service for unlawful purposes or purposes that Santel believes to be unacceptable.
2. Use any Internet service to transmit, post or receive material that is threatening, abusive, libelous, defamatory, obscene, pornographic, or otherwise in violation of any local, state, federal or international law or regulation.
3. Transmit any information or software that contains a virus, worm, Trojan Horse, or other harmful component.
4. Transmit or download any information, software or other material that is protected by copyright or other proprietary right without the permission of the person owning that protected right.
5. Transmit SPAM or other bulk email.

6. Add, remove, or modify identifying network heading information (aka "spoofing") to deceive or mislead; or any impersonation of another person using forged headers or other improper identifying information.
7. Engage in any activity which would compromise customer privacy or system security or gain access to any system or data without required permission (e.g. "hacking") of the owner.
8. Engage in any activity which would result in third-party charges to Santel.
9. Resell or otherwise share Santel's Internet service, account information or passwords.
10. Attempt to obtain unauthorized access to any network or account. This includes accessing data not intended for end user customers, logging into a server or account without being expressly authorized to access or probing the security of other networks.
11. Attempt to interfere with the service of others including users, hosts and networks. This includes "denial of service" attacks, "flooding" of networks, deliberate attempts to overload a service and attempts to "crash" any host.
12. Distribute Santel Internet services beyond the scope of your end-user account.
13. Attach equipment, accessory, apparatus, circuit or devices that are harmful to the network and are attached to or connected with Santel facilities.
14. Use Santel's Internet service for web or email hosting without making special written subscription arrangements with Santel.

Santel does not screen in advance any specific content accessible using its Internet service. Santel disclaims any liability for any act or omission with regard to Internet content the customer finds objectionable or unsuitable. Use of information accessed by the Internet is at customer's own risk. Santel disclaims any responsibility for the accuracy, privacy or quality of the information. By using the Internet service, the customer agrees to hold Santel harmless for content accessed using the Internet service.

Any IP address assigned to a customer on either a dynamic or static basis remains the property of Santel and may not be appropriated for any use other than as intended by Santel or transferred to any other party. Santel provides Spam filtering with each customer's email address. Details of this service are listed on Santel website. Santel will not ask you for your password in an unsolicited telephone call or email. If you believe your password has been compromised, you should immediately change your password to prevent the unauthorized use of it.

Indemnification. The customer agrees to indemnify and hold Santel harmless for any and all claims, damages, losses, expenses (including attorneys' fees and other legal expenses) resulting from the customer's use (or misuse) of Santel' Internet service whether or not such use is found to be in violation of any statute, regulation or rule.

Blocking. Santel reserves the right to disconnect or limit any account access to the Internet that in the opinion of its system administrator is a threat to the security or lawful operation of the Internet service or the service's software and/or hardware or that repeatedly violates the terms of this AUP. Santel reserves the right but does not assume the responsibility, to block or limit access to content that violates this AUP. Santel shall not unjustly or unreasonably block access to lawful content, applications, services or non-harmful devices, subject to reasonable network management.

Discrimination. Santel shall not unreasonably discriminate in transmitting lawful network traffic over a consumer's broadband Internet access service, subject to reasonable network management practices.

Performance Characteristics. The advertised speed of Santel's Internet service is the maximum bandwidth throughput that is available and achievable with the technology utilized by Santel. Our customer serving networks are comprised of various access platform technologies that delivery Internet service. Some characteristics of generally available Internet access by type:

- **ADSL** supports up to 8Mbps download and up to 1Mbps upload, less than 100ms latency, depending on service level subscribed with actual speeds varying by cable characteristics and distance from nodes.
- **VDSL** supports up to 50Mbps download and up to 10Mbps upload, typically less than 75ms latency, depending on service level subscribed, cable characteristics and distance from node.
- **FTTP** (Fiber-to-the-premise) supports up to 1000 Mbps, less than 50ms latency, depending on service level subscribed.
- **Fixed Wireless** generally supports 25Mbps download and 6Mbps upload, depending on customer location in relation to maintaining line of sight with transmitter. Latency is typically less than 75ms.

Any access platform technology used or supported to provide Internet service may change at any time at the sole discretion of Santel

Several factors may affect the actual bandwidth throughput of Santel's Internet service offerings. This includes but is not limited to distance between service point and Santel's central office as well as the customer's computer, modem or router used. Internet traffic and activity during peak usage periods may also impact the available bit rate.

Privacy Policies. Please click on the following website link to view Santel's complete privacy policies: <http://www.santel.coop/terms/>

Electronic Communications Privacy Act (ECPA) Notice. Customers are hereby notified that Santel does NOT offer the same degree of privacy for email or files that the customer expects from regular paper mail.

Digital Millennium Copyright Act (DMCA) Policy. When Santel receives a notice from a copyright holder or its authorized representative regarding an alleged violation of law by someone using an IP address identified as belonging to Santel, the following actions will be initiated:

1. Santel personnel will review the address to determine whether the address is in use by Santel or by one of its affiliates. If the address has been assigned to an entity other than Santel, the DMCA notice will be forwarded to that entity for review and any action or response if Santel can identify the owner.
2. If the address is assigned and used by Santel or one of its customers, Santel personnel will attempt to identify the user. If the offender cannot be identified, the Santel Agent listed on Santel's Internet site,

currently Pam Kopfmann, will be notified so she can respond accordingly to the copyright holder or its agent. Copyright holders may contact Santel at (605) 796-4411 or info@santel.coop to provide notice of any potential violations. The following actions may be taken with offenders:

- a. If the offender is an employee, the responsible supervisor will be notified, and appropriate disciplinary action may be warranted. A copy of the violation will be filed by HR in the employee's personnel file.
- b. If the offender is a customer, the customer will be notified by telephone or email of the offense. If it is a first-time offense, the customer will be notified and advised that an alleged violation of copyright law has been received and that any further violations could affect the customer's access to the Internet. Notification of a second offense will result in the same action. A third offense will result in notice that Internet service will be restricted for thirty (30) days to limit the ability to violate the law. A fourth offense will result in the termination of Internet service.

Commercial Pricing. Please click on the following website link for pricing information including monthly or one-time prices, and fees for early termination or additional network services at: <http://www.santel.coop/services/internet/>

If you have any questions regarding this policy, please contact **Santel customer service at: (605) 796-4411 or email info@santel.com.**