HardyNet Network Management Practices Policy Disclosure

Pursuant to the Federal Communications Commission's enacted Open Internet Rules found in Part 8 of Title 47 of the Code of Federal Regulations, HardyNet, LLC, ("Provider") policies regarding network management practices, performance characteristics, and commercial terms are provided in entirety so that Provider's current customers, prospective customers, third-party content providers and other interested parties can make informed choices regarding the broadband Internet access services offered by Provider, and the extent Provider's network management practices may affect those services.

Network Management Practices

Provider manages its network without regard to the specific type of network traffic, application or end user. Provider does not block or rate-control specific protocols or ports. Additionally, Provider does not inhibit or favor certain application or classes or applications. In the interest of providing the best online experience possible for all of Provider's customers, Provider utilizes reasonable network management practices tailored to achieve legitimate network management purposes. Because bandwidth is a limited resource for broadband Internet service providers, it is essential that Provider reasonably manages its network to promote the use and enjoyment of the Internet by all of Provider's customers. By engaging in reasonable and responsible network management, Provider prevents its customers from being subjected to the negative effects of spam, viruses, security attacks, network congestion, and other risks that threaten to degrade service. The network management practices employed by Provider are consistent with industry standards.

Congestion Management

It is possible that a relatively small number of customers may place a disproportionate demand on the network bandwidth resources, causing network congestion and an overall degradation in service quality for other end users. For this reason, if Provider's network nears a state of congestion, Provider will use congestion management practices to ensure all of Provider's customers retain access to a "fair share" of bandwidth resources.

When Provider's network nears a state of congestion, the congestion management tools, practices and/or software employed by Provider will identify segments of the Provider network which have a predetermined, aggregated level of bandwidth usage. From there, the congestion management tools will ascertain which customer account in the identified network segment is using a disproportionate share of the bandwidth. The Internet traffic of the identified customer account may be temporarily managed until the period of network congestion passes. Customer whose Internet traffic is temporarily managed by Provider will still be able to use the network without regard to the specific type of network traffic or application (subject to Provider's Acceptable Use Policy), and many activities will be unaffected; however, these customers may experience slower downloads and uploads and Internet/website response times.

The congestion management practices utilized by Provider are "protocol-agnostic," meaning that the network does not manage congestion based on the online activities, protocols or applications a customer uses. Rather, Provider's congestion management practices focus only on the heaviest bandwidth users in real time.

We currently are investigating congestion management tools to assist in our congestion management practices.

No Blocking

Provider does not block lawful content, applications, services, or non-harmful devices, subject to reasonable network management. Additionally, Provider does not block users from accessing lawful web sites, subject to our reasonable network management practices nor does Provider block applications that may compete with either the Provider's or one of its affiliate's voice service products, subject again to our reasonable network management practices.

No Unreasonable Discrimination

Provider does not unreasonably discriminate in transmitting lawful network traffic over a user's broadband Internet access service subject to our reasonable network management practices.

Device Attachment Rules

Provider allows end users that subscribe to service to connect to any ordinary and typical consumer device that conforms to reasonable industry standards to the network provided that such attachment does not harm Provider's network.

Security

Provider offers its customers unrestricted access to all of the lawful content, services, and applications available on the Internet, subject to Provider's Acceptable Use Policy. Provider maintains the ability to implement reasonable practices to ensure network security and integrity, including by addressing traffic that is harmful to the network or traffic that is unwanted by customers. Provider uses industry standard tools and generally accepted best practices and policies to protect our customers from spam, phishing, and other unwanted or harmful online content and activities. In the instances where these tools and policies identify online content as harmful or unwanted, the content may be prevented from reaching customers, or customers may be permitted to identify or inspect content to determine if it is harmful or unwanted.

We currently use specific equipment and solutions to assist in our spam and virus filtering.

Reasonable Network Management Practice Defined

Provider uses the following definition for what Provider considers to be a reasonable network management practice – A network management practice is reasonable if it is appropriate and tailored to achieving a legitimate network management purpose, taking into account the particular network architecture and technology of the broadband Internet access service. For example, the Provider may block spam or other unsolicited bulk email.

Performance Characteristics

Provider offers broadband Internet access service via Fiber-to-the-Home ("FTTH"), Digital Subscriber Line ("DSL")", and fixed wireless. DSL is a wireline transmission technology that transmits data faster over traditional copper telephone lines already installed to homes and businesses. FTTH, also called Fiber-to-

the-Premise, is the installation and use of optical fiber from a central point directly to individual buildings such as residences, apartment buildings and businesses. Fixed wireless uses wireless devices that are situated in fixed locations to establish a point-to-point signal transmission through the air over a terrestrial microwave platform rather than through copper or fiber cables; in Provider's case, Provider uses fixed wireless to establish a point-to-point connection between a customer premise and the nearest Provider remote unit, at which point the service is delivered via the Provider's wireline network.

The advertised speed of Provider's Internet service is the maximum speed achievable with the technology utilized by Provider. While the maximum advertised speed is attainable for end users, several factors may affect the actual speed of Provider's Internet service offering, including, but not limited to: the distance of the consumer's home or office from Provider's central office (i.e., the further away the customer is from the central office, the slower the broadband speed), the end user's computer, modem or router, activity during peak usage periods, and other Internet traffic.

Based on internal testing, HardyNet delivers the following average speeds for our different DSL and fixed wireless offerings at peak Internet usage times (7-11 p.m.):

1.5 Mbps: At 22,000 feet from the nearest remote, customers receive 1.55 Mbps download speed and 0.77 Mbps upload speed;

3.0 Mbps: At 18,000 feet from the nearest remote, customers receive 3.11 Mbps download speed and 1.00 Mbps upload speed;

6.0 Mbps: At 12,000 feet from the nearest remote, customers receive 6.18 Mbps download speed and 1.53 Mbps upload speed.

FTTH Standard Offered Speeds:
25.0 Mbps Download/5.0 Mbps Upload
35.0 Mbps Download/10.0 Mbps Upload
45.0 Mbps Download/15.0 Mbps Upload

Average download and upload speeds for FTTH have not been completely established because the network still is under construction. Due to the capabilities of fiber-optic cables, it is expected that distance from a Provider remote unit will not significantly impact delivered Internet speed; however, other previously mentioned factors such as the end user's computer, modem or router, activity during peak usage periods, and other Internet traffic might impact average FTTH download and upload speeds. To date, the network that has been completed has not shown a significant impact of distance on delivered speed.

The mean round trip latency is 7 milliseconds for DSL and 9 milliseconds for fixed wireless. The FTTH network is still under construction, but mean round trip latency currently for FTTH is 4 milliseconds.

Suitability for Real Time Applications

All of the Provider's Internet service offerings can be used for real time applications. However, performance of those applications may improve at higher transmission speeds.

Commercial Terms

Pricing

In order to meet the usage and budgetary needs of all of our customers, Provider offers a wide selection of broadband Internet access plan options, including promotional offerings, bundled service choices, and a la carte alternatives.

To see Provider's current promotions and pricing on broadband Internet access service, please visit our website at www.hardynet.com, or call 1-800-838-2497 to speak with a customer service representative.

Early Termination Fees

If a customer previously entered into a service agreement with Provider for broadband Internet access service for a defined service term, and customer desires to terminate the service agreement prior to the expiration of that term, Provider may charge a reasonable early termination fee if such fee is clearly indicated in the service agreement.

As part of its Installation and Service Level Agreement and Operating Policies, HardyNet currently has a two-year High-Speed Internet Installation and Service Agreement with an early termination fee of $175.00 for DSL and $500 for Fiber-to-the-Home (amount is determined by technology used to deliver service).

Usage-Based Fees

Provider's Internet service is priced on a flat-fee basis (plus taxes). Provider does not charge end users a usage-based fee for Internet service.

Acceptable Use Policy

The Provider's Acceptable Use Policy is located on Provider's website at www.hardynet.com. Provider's Acceptable Use Policy provides a more specific discussion and should be consulted. In general, however, it is not acceptable to use the Company's 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.

Privacy Policy

The Provider's Privacy Policy is located on Provider's website at www.hardynet.com.

Contact Us

If you have any questions regarding Provider's Network Management Practices Policy or would like to file a complaint with Provider regarding its network management practices, please contact Provider at:

HardyNet, LLC
2255 Kimseys Run Road
Lost River, WV 26810
304-897-9911
1-800-838-2497
hardynet@hardynet.com
www.hardynet.com

Further, if you believe that Provider is in violation of the FCC's Open Internet Rules, you may file either an informal or formal complaint with the FCC at http://esupport.fcc.gov/complaints.htm

Disclaimer of Warranties and Limitation of Liability

Provider's Internet service is provided on an "as is" and "as available" basis. Provider makes no representations or warranties of any kind, express or implied, as to the installation and operation of Provider's equipment and network or the information, content, or materials online. You expressly agree that your use of Provider's network and equipment is at your sole risk.

Provider disclaims all warranties, express or implied, regarding your use of Provider's network and equipment. Provider does not warrant that any specific website, its servers, or email sent and/or received is free of viruses or other harmful components. You agree by your use of Provider's network and equipment that Provider will not be liable for any damages of any kind arising from the installation and your operation of said network and equipment, including, but not limited to, direct, indirect, incidental, punitive, and consequential damages.

Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you. In that event, you agree that your sole and exclusive remedy is to discontinue using Provider's network and equipment.

Additional Disclaimers

The Open Internet Rules, as adopted, and Provider's Network Management Practices Policy are not intended to affect, alter or otherwise supersede the legal status of cooperative efforts by broadband Internet service access 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 providers, rights holders, and end users.

Furthermore, the Open Internet Rules, as adopted, and Provider's Network Management Practices Policy do not prohibit Provider from making reasonable efforts to address the transfer of unlawful content or unlawful transfers of content.

For additional information, please review Provider's Installation and Service Level Agreement and Operating Policies on Provider's website at www.hardynet.com.