

GRIZZLY BROADBAND LLC
Open Internet Policy
(as of June 27, 2018)

Grizzly Broadband LCC (“Grizzly BB,” “we,” “our,” or “us”) provides standard broadband Internet access service and voice services to residential and business Customers (collectively, “Services”). Grizzly BB is the parent company and various Services are offered under Affiliate companies, which are identified below. We are committed to providing our Services as an open platform for innovation, investment, job creation, economic growth, competition, and free expression. Grizzly BB 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 Customers to access lawful Internet 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 Grizzly BB and how we manage our networks for residential and business broadband Internet access service (the “Grizzly BB Network”). This Open Internet Policy is a supplement to and is incorporated by reference in the various legal terms and conditions of our Services, which are found at our [webpage](#), including but not limited to Grizzly BB’s Service Terms and Conditions Agreement and Confirmation of Sale (collectively, “Service Agreements”). In the event of any inconsistency between this Open Internet Policy and the Service Agreements, this Open Internet Policy shall control.

Grizzly BB’s Cybernet 1 Service for broadband access service is primarily a fixed wireless service. We also offer broadband access service via fiber technology. 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 a Grizzly BB Network. Although we have engineered the Grizzly BB Network to provide consistent high-speed data services, some network management for these scenarios is required in order to provide the best online experience possible for all of our Customers. Very heavy data usage by even a few Customers at times and places of competing Grizzly BB Network demands can affect the performance for all Customers.

I. NETWORK MANAGEMENT PRACTICES

Congestion Management: Our Customers are subject to the maximum connection speeds set forth in the Confirmation of Sale. In a manner consistent with the Grizzly BB Privacy Policy, Grizzly BB monitors network traffic to ensure capacity is sufficient to maintain an efficient network load, to perform diagnostics and to otherwise manage and enhance our network. To help manage traffic on the Grizzly BB Network, Grizzly BB may give priority on an unpaid basis to interactive or critical classes of traffic such as VoIP, traffic essential to the efficient operation the Grizzly BB Network, and traffic related to the accounts of commercial Customers or Customers with dedicated connections. Grizzly BB may limit peer-to-peer applications to the extent Grizzly BB determines, in Grizzly BB's sole and reasonable discretion, it is appropriate to maintain an efficient network load. Grizzly BB's congestion management practices are in place to ensure that all Customers experience high quality service. If Grizzly BB determines, in its sole and reasonable discretion, that the manner in which a Customer is using the Service negatively impacts other Customers or the Grizzly BB Network, Grizzly BB reserves the right to apply additional congestion management techniques. In addition, the Grizzly BB Network may not support high-bandwidth video and voice applications that are sourced from locations outside of Grizzly BB's established relationships and/or connectivity peers.

Grizzly BB's service is provided on a "best efforts" basis. Certain circumstances may affect the speed and quality of Service, including but not limited to foliage, line-of-sight obstructions, the distance between a Customer and the transmission point and the connection of multiple devices to the Grizzly BB Network.

Grizzly BB Network management is temporary and based on constantly and dynamic changing network conditions.

- A. Blocking: Other than reasonable network management practices disclosed below, we do not block or otherwise prevent a Customer from accessing lawful content, applications, services, or your use of non-harmful devices.
- B. Throttling: Other than reasonable network management practices disclosed below, we do not throttle or otherwise shape, slow, degrade or impair a Customer 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, defined as an entity that controls, is controlled by, or is under common control with Grizzly BB.

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: Our Services are provided on a “best efforts” basis and our congestion management practices are in place to ensure that all Customers experience as high quality a service. Our typical frequency of congestion is 5.745-5.840Ghz. Customers select how much high-speed data they receive under a designated service plan. If a Customer exceeds his/her/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 Services unless part of our 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 Grizzly BB Network. To help manage traffic on the Grizzly BB Network, 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.

- i. Grizzly BB may also use specific traffic shaping software in order to allow for a more consistent Customer experience.
- ii. Grizzly BB 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 a Grizzly BB Network; to determine the routing of Internet traffic; for internal statistical and performance purposes; for lawful intercept capabilities, and/or enforcement of our Service Agreements. We do not use DPI to conduct data mining for targeted marketing or advertising, or anti-competitive purposes.
- iii. If Grizzly BB determines, in our sole and reasonable discretion, that the manner in which a Customer is using the service negatively impacts other Customers or any Grizzly BB Network, we reserve the right to apply additional congestion management techniques.

F. Application-Specific Behavior: Subject to the qualification that Grizzly BB may reasonably limit or rate-control specific or classes of applications, or other specific protocols or protocol ports as set forth below, Grizzly BB 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 Grizzly BB Network to potential legal liability, harm any Grizzly BB Network or otherwise interfere with or impair the experience of other Customers on Grizzly BB Networks.

Subject to the qualification that Grizzly BB may reasonably limit peer-to-peer applications as set forth above, Grizzly BB generally treats all lawful applications identically; however, Grizzly BB reserves the right to block or limit access to any applications that Grizzly BB determines, in Grizzly BB's sole and reasonable discretion, may expose Grizzly BB to potential legal liability, harm the Grizzly BB Network or otherwise interfere with or impair the experience of other Customers on the Grizzly BB Network.

The Grizzly BB Network 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 the Grizzly BB Network. Grizzly BB does not limit the types of devices that can be connected to the Grizzly BB Network, provided they are used for lawful purposes and do not harm a Grizzly BB Network, violate our Service Agreement, expose Grizzly BB to potential legal liability, or harm other users of the Grizzly BB Network. However, if we determine, in our sole and reasonable discretion, that the connection of a particular type of device to the Grizzly BB Network negatively impacts other users or the Grizzly BB Network, or may expose us to potential legal liability or violates our Service Agreement, we reserve the right to limit or restrict Customers' ability to connect such type of device to the Grizzly BB Network. If you need technical support services to assist you in the installation and configuration of third party devices, please contact us or frontdesk@cybernet1.us. Depending on your level of service and your specific Service Agreement, there may be an additional monthly or one time service fee for our Hamilton Computer IT support services.

H. Security: Grizzly BB has taken reasonable physical, technical and administrative safeguards to protect the integrity and operations of the Grizzly BB Network and our Customers from malicious and unwanted Internet traffic.

The Grizzly BB Network is designed in a manner that is intended to prohibit third parties who are not served by the Grizzly BB Network from initiating connections to Customers on the Grizzly BB Network if Grizzly BB has not allocated a public IP address to that Customer as provided in Section 8 of the Grizzly BB Service Agreement. Grizzly BB may prohibit certain activity on the Grizzly BB Network that Grizzly BB deems, in Grizzly BB's sole and reasonable discretion poses a potential security risk to the Grizzly BB Network or to other Customers. Triggering conditions include denial of service activity, IP address or port scanning and excessive account login failures.

We monitor the Grizzly BB Network for security threats and may prohibit certain activity on the Grizzly BB Network that we may deem, in our sole and reasonable discretion, poses a potential risk to the Grizzly BB Network and/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 Grizzly BB Network 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 any Grizzly BB Network 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 are set forth in the Customer's Service Agreement and COS. Various information is also publicized on the Grizzly BB website.

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

Residential Services:

- Grizzly BB d/b/a Cybernet 1 Internet Access Service, details available at http://cybernet1.com/?page_id=302
- VoIP Service, details available at http://cybernet1.com/?page_id=304

Business Services:

- Grizzly BB d/b/a Cybernet 1 Internet Access Service, details available at http://cybernet1.com/?page_id=302
- VoIP Service, details available at http://cybernet1.com/?page_id=304

Grizzly BB also offers a Premium Dedicated Internet Access Service ("DIA Service") for high-volume business, government and institutional clients. Grizzly BB's DIA Service is not subject to this Open Internet Policy because it is not a mass-market retail service.

Other Fees: Additional fees, such as but not limited to an Installation Fee, Equipment Rental Fee, Unreturned Equipment Fee, Early Termination Fee, Billing Administrative Fee, Reactivation Charge, and other applicable fees and taxes may apply as detailed in our [Service Terms and Conditions Agreement](#). The pricing, terms and fees of our

Services are subject to change at any time.

Fees for Additional Services: A current description of the fees for additional network-related services can be found at the links below:

- i. Grizzly BB d/b/a/ Hamilton Computer Service, details available at <http://hamiltoncomputer.com/>
- ii. Electronic Mail, details available at http://cybernet1.com/?page_id=304
- iii. Grizzly BB Equipment, details available at http://cybernet1.com/?page_id=302

B. Network Speeds: Grizzly BB offers a range of download speeds to residential Customers varying from 1.5 Mbps to 20 Mbps. The network is designed to support these speeds to help ensure that every Customer receives the speeds to which they have subscribed. Grizzly BB however cannot guarantee speeds at all times, as there are many factors and conditions beyond Grizzly BB's control that can affect Internet performance. Some of these external factors and conditions are:

- i. Performance of Customer computer and/or router
- ii. Type of connection to Grizzly BB Customer Premise Equipment (i.e., Wi-Fi)
- iii. Congestion of web sites and services on Internet
- iv. Web site or service limiting speeds on the Internet
- v. Internet and equipment performance outside of the Grizzly BB Network

Grizzly BB Internet packages 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.

C. Impact of Non-Broadband Internet Access Service Data Services (also known as “Specialized Services”): Grizzly BB does 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.

D. Acceptable Use: As set forth in the Service Agreement, all of Grizzly BB's service offerings are subject to the Acceptable Use Policies (“AUP”) section of the Service Agreement, which we may from time to time establish or revise. The AUP section is [available here](#).

E. Privacy Policy: Grizzly BB's current Privacy Policy is [available here](#).

F. Redress Options: Grizzly BB endeavors to respond to all Customer concerns and complaints in a timely and fair manner. We encourage Customers to contact us at (406) 363-2182, or frontdesk@cybernet1.us, or U.S. postal mail to discuss any

complaints or concerns.. Our postal address is:
Grizzly Broadband d/b/a Cybernet 1
222 N 2nd Street
Hamilton, MT 59840
ATTN: Customer Service

G. 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/restoring-internet-freedom>

If a Customer believes 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>.

IV. ADDITIONAL DISCLAIMERS

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

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