

**Ptera Inc.**  
**Open Internet Policy**  
**Effective date March 19, 2019**

Ptera Inc. (“Ptera,” “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 Ptera and how we manage our network for broadband internet access service (the “Ptera Network”). This Open Internet Policy is a supplement to and is incorporated by reference in our Service Terms and Conditions Agreement (“Service Agreement”) (available at: <http://www.ptera.com/documents>), and in the event of any inconsistency between this Open Internet Policy and the Service Agreement, this Open Internet Policy shall control.

Ptera’s broadband access service is primarily a fixed wireless 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 Ptera Network. Although we have engineered the Ptera Network 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**

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

- 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 Ptera.
- 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 Service is provided on a “best efforts” basis and our congestion management practices are in place to ensure that all Customers experience a high quality service under varying usage periods. Our typical frequency of congestion is 20%. Customers select how much high-speed data they receive under a designated Service plan; the specific Service plan is set forth in the COS. If a Customer exceeds his/her/its selected high-speed data allotment during a service cycle, we may charge per the EUP for excessive use, but we do not slow the customer down. 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 Ptera Network. To help manage traffic on the Ptera Network, during times of high demand, we may allocate available bandwidth among Customers on an equal basis, by plan level. In addition, we may prioritize certain applications, such as public safety and voice, over other traffic types. We may also limit levels of streaming traffic on an equal basis across customers of the same plan
1. We may also use specific traffic shaping hardware/software in order to manage network performance and alleviate congestion.
  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 Ptera Network; 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 Ptera Network, we reserve the right to apply additional congestion management techniques up to including termination of the customer’s service agreement.

- F. Application-Specific Behavior: Subject to the qualification that Ptera may reasonably limit or rate-control specific or classes of applications, or other specific protocols or protocol ports as set forth below, Ptera 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 Ptera Network to potential legal liability, harm the Ptera Network or otherwise interfere with or impair the experience of other Customers on the Ptera Network.
- G. Device Attachment Rules: Generally, you do not need approval to connect a third-party device to the Ptera Network. Ptera does not limit the types of devices that can be connected to the Ptera Network, provided they are used for lawful purposes and do not harm the Ptera Network, violate our Service Agreement, or harm other users of the Network. However, if we determine, in our sole and reasonable discretion, that the connection of a particular type of device to the Ptera Network negatively impacts other users or the Ptera Network, 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 Ptera Network. If you need technical support services to assist you in the installation and configuration of third party devices, please contact us or email us at support@ptera.com. Depending on your level of Service and your COS, there may be an additional monthly fee for IT support services.
- H. Security: We have taken reasonable physical, technical and administrative safeguards to protect the integrity and operations of the Ptera Network. We monitor the Ptera Network for security threats and may prohibit certain activity on the Ptera Network that we may deem, in our sole and reasonable discretion, poses a potential risk to the Ptera Network 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 Ptera 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 the Ptera 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 Confirmation of Sale ("COS"). Various information is also publicized on

the Ptera Website.

- A. 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:
- i. Power and Power Pro: Details available at <http://www.ptera.com/residential-internet>
  - ii. Performance and Performance Pro: Details available at <http://www.ptera.com/residential-internet>
  - iii. Premium and Premium Pro: Details available at <http://www.ptera.com/residential-internet>
  - iv. Rural Plans (Including Legacy Velocimax Plans, as detailed in the table at the bottom of this section): Details available at <http://www.ptera.com/rural-internet>
  - v. Fiber Plans: Details available at <http://www.ptera.com/fiber-internet>
  - vi. Commercial Plans: Details available at <http://www.ptera.com/commercial>
  - vii. Custom Plans: These plans fall outside of the standard pricing and speeds of the plans above, and are designed specifically for the needs and unique requirements of the individual customer. These plans range in speed from 10 Mbps x 10 Mbps up to 1 Gbps x 1 Gbps, and pricing is worked out individually with the customer in their personalized contract. Details available at <http://www.ptera.com/commercial>

<b>Legacy Velocimax Plans</b>	<b>Speed</b>	<b>Monthly Price</b>
Copper	1 M down x .5 M up	\$23
Bronze	1.6 M down x .8 M up	\$33
Silver	2.2 M down x 1.1 M up	\$45
Gold	3.2 M down x 1.6 M up	\$67
Platinum	4.2 M down x 2.1 M up	\$89

- B. Impact of Non-Broadband Internet Access Service Data Services (also known as “Specialized Services”): We do not offer Specialized Services to Customers that will affect the last-mile capacity available for, and the performance of, our broadband Internet access Service offering.
- C. Various Fees: We will assess the following fees for our Service, where applicable. Please see our Service Agreement and/or COS for pricing details.

- i. Installation Fee: Basic Installation is \$125, Advanced Installation is \$200, Commercial and Custom Installation costs are dependant on the scope of the installation, and will be quoted to customer in writing and accepted by the customer before any part of the installation is completed.
- ii. Equipment Rental Fee: varies depending on the type of equipment, to be determined at Ptera's sole discretion and agreed upon in writing between Ptera and the customer.
- iii. Equipment Replacement Fee: Applicable install fee per item, to be decided at Ptera's sole discretion as determined by the type of equipment and complexity of the installation and agreed upon in writing between Ptera and the customer.
- iv. Cancellation Fee: no charge (however, all cancellations do require a 30 day notice)
- v. Early Termination Fee: \$300 or the remainder of contract term, whichever is the lesser amount.
- vi. Reconnection Fee for Terminated Service Due to Non-Payment: Past due amount plus activation fee or installation fee if we need to make a trip.
- vii. Activation Fee: \$50
- viii. Service Change Fee: no charge
- ix. ACH Overdrawn Check Fee: \$50
- x. US Postal/Paper Bill Fee: \$5
- xi. CAN-SPAM Damage Resolution Fees: \$5/SPAM email
- xii. Late payment fee: \$10

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

- i. Colocation: not available at this time
- ii. Webmail: \$2.50/address
- iii. Web Hosting: not available at this time
- iv. Computer Repair and IT Support Services: \$125/hr at Ptera's discretion

E. Acceptable Use: As set forth in the Service Agreement, all of Ptera's service offerings are subject to the Acceptable Use Policy and Prohibited Internet Service Activities section of the Service Agreement, which we may from time to time establish or revise. The Service Agreement is available here: <http://www.ptera.com/documents/>.

F. Privacy Policy: Ptera's current Privacy Policy is available here: <http://www.ptera.com/documents/>.

G. Redress Options: Ptera endeavors to respond to all Customer concerns and complaints in a timely and fair manner. We encourage Customers to contact us at (509)927-7837, or [info@ptera.com](mailto:info@ptera.com), or U.S. postal mail to discuss any complaints or concerns as they arise. Our postal address is Info, Ptera Inc., POB 135, Liberty Lake, WA 99109

- H. 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 Ptera 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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