

M-22 Project, LLC
Open Internet Principles
(As of March 1, 2014)

The Federal Communications Commission (“FCC”) issued rules to preserve the Internet as an open platform. These rules went into effect on November 20, 2011. The rules and related information are available on the FCC’s website at: <http://www.fcc.gov/guides/open-internet>

All Internet service providers are required to post information regarding various issues so that residential and business consumers can make informed choices regarding Internet service providers. This document (“Policy”) sets forth certain summary information regarding the policies and practices of the M-22 Internet Project, LLC (“Provider” or “We”, “Our” or “Us”). This Policy is a supplement to Provider’s Service Agreement (a current version is available [here](#)), and in the event of any inconsistency between the Policy and the Service Agreement, the Service Agreement shall control.

Network Management Practices

Congestion Management: Our customers are subject to the maximum connection speeds and Monthly Data Allowances (if any) set forth in their Service Agreement. In a manner consistent with Our Privacy Policy, We monitor network traffic to ensure capacity is sufficient to maintain an efficient network load, to perform diagnostics and to otherwise manage and enhance our network. We may give priority to interactive or critical traffic such as VoIP, traffic essential to the efficient operation Our network, and traffic related to the accounts of commercial customers or customers with dedicated connections. We may limit peer-to-peer applications to the extent We determine, in Our sole discretion, appropriate to maintain an efficient network load. Our congestion management practices are in place to ensure that all customers experience high quality service. If We determine, in Our sole discretion, that the manner in which a customer is using Our Service negatively impacts other customers or Our network, We reserve the right to apply additional congestion management techniques.

Application-Specific Behavior: Subject to the qualification that we may limit peer-to-peer applications as set forth above, We generally treat all lawful applications identically; however, We reserve the right to block or limit access to any applications that We determine, in Our sole discretion, may expose Us to potential legal liability or otherwise interfere with the experience of other customers on Our network.

Device Attachment Rules: We do not limit the types of devices that can be connected to Our network, provided they are used for lawful purposes; however, if We determine, in Our sole discretion, that the connection of a particular type of device to Our network negatively impacts other customers or Our 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 Our network.

Security: Our network is designed in a manner that is intended to prohibit third parties who are not served by Our network from initiating connections to customers on Our network if We have not allocated a public IP address to that customer. We may blacklist certain activity on Our network that we deem, in Our sole discretion poses a potential risk to Our network or to other customers. Triggering conditions include denial of service activity, IP address or port scanning and excessive account login failures. If We notice excessive customer connections or traffic that

is harmful or disrupts the normal use of Our network for other customers, We will attempt to notify the customer to work collaboratively to remedy the issue; however; we reserve the right, without advance notice, to block any customer's traffic that we determine, in Our sole discretion, may cause harm to Our network or to other customers, until the issue is addressed to Our satisfaction.

Performance Characteristics and Terms

Service Description and Pricing: A current description of the categories of service We offer is available [here](#).

Early Termination Fee: Certain of our service offerings require a customer to commit to a certain term of service and require the payment of an Early Termination Fee in the event the customer does not fulfill that commitment. The Early Termination Fee will be set forth the customer's Service Agreement, and may be significant.

Disputes and Arbitration: Our Service Agreement requires the use of arbitration to resolve disputes and otherwise limits the remedies available to customers in the event of a dispute.

Acceptable Use: As set forth in the Service Agreement, all of our service offerings are subject to any Acceptable Use Policy, which we may from time to time establish or revise.

Privacy Policy: Our current privacy policy is available [here](#).

Redress Options: We endeavor to respond to all customer concerns and complaints in a timely and fair manner. We encourage customers to contact Us at 231-794-2180 to discuss any complaints or concerns as they arise. Written complaints should be addressed to project@m22project.com.

FCC Notice

If a customer believes that We are not complying 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: <http://esupport.fcc.gov/complaints.htm>.

Customers may also file formal complaints with the FCC pursuant to Part 76 of the FCC's rules.

Additional Disclaimers

This Policy does not affect, alter or otherwise supersede the legal status of cooperative efforts by broadband Internet Access Service 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 the company, rights holders, and end users. Furthermore, this 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 Acceptable Use Policy.