Open Internet Disclosure Statement

Amplex Electric, Inc. ("we" or "our") provides the following disclosure regarding our network management practices, the performance and commercial terms of our broadband Internet access service. This disclosure is provided to all 1) customers to make informed choices regarding their use of our services and for content, application, service and 2) device providers to develop, market and maintain Internet offerings.

Our Service and Performance

We use a variety of technologies to deliver broadband Internet access service to business and residential customers, including Metro Ethernet and Fixed Position Wireless, using unlicensed radio spectrum. Unlicensed spectrum such as ours is shared among multiple users and technologies, and no single user can control or assure access to the spectrum.

Based on internal testing, a user's expected and actual access speed and latency will vary based on network conditions, congestion, other users on the network, the number of devices attached to an access point and other factors. Maximum speeds will be limited by these factors, and we help to empower customers by providing tools (at http://speedtest.amplex.net/) to help them test their network speeds at any time. We also use this speed test data, along with other metrics, to help us analyze and optimize our network. In most cases, absent a network outage or other unusual circumstances, actual speeds will exceed 90% of the rate identified in the speed tier corresponding to a customer's service plan. We make our best efforts to provide our customers with this service level. With the exception of our Home Basic plan, our broadband services are suitable for many real-time applications.

We offer end users VoIP prioritization as a specialized service, as described below. The impact on the customer's broadband service performance will be limited to that customer in most cases.

Congestion Management Practices

Providing quality broadband service requires that we take steps to provide reasonable management of our network(s). Subject to reasonable network management, we do not block lawful content, applications, services or non-harmful devices, nor do we unreasonably discriminate in transmitting lawful network traffic over a consumer's broadband Internet access subject to our reasonable network management. The purposes for such management are to monitor and prevent spam and to reduce congestion.

We have in place practices designed to reduce or eliminate congestion on our networks. Multiple users share upstream and downstream bandwidth on our networks. At present, we do not use automated practices that change traffic based on congestion. If customers call with concerns about their connection, we will upgrade the network capacity if feasible. We monitor capacity on a regular basis. In many cases, the end user's experience is unaffected by network congestion, although in some instances customers

may experience longer times to download/upload files, slower response during web surfing, lags in playing games online and other effects.

We address application-specific behavior in our network practices. For example, we block Port 25 outbound for the purpose of combating spam, but we do not modify any protocols or ports in ways not prescribed by the protocol standard. For customers who request it, we will prioritize Voice over Internet Protocol (VoIP) traffic in accordance with our guidelines for providers of VoIP: http://network.amplex.net/?p=34. We have no restrictions on the types of devices customers may connect to our networks or any special approval procedures for such devices.

We take seriously our commitment to security of our network and of service to end users. To advance this goal, we engage in practices used to facilitate such security. We prohibit customers from sending any Layer 2 control traffic toward out network to avoid security problems.. As referenced above, we block Port 25 to help limit unsolicited emails on our networks. Customers are encouraged to password protect and encrypt their communications. We also reserve the right to suspend or terminate any customer's account if they engage in violations of our acceptable use policy – for example by transmitting spam, participating in denial of service attacks, hacking, or spreading viruses or other malicious or unlawful content.

Commercial Terms

Information about our pricing terms is available here: Residential and Business. We also have custom pricing for specific situations. Not all service plans are available in all areas, and we reserve the right to develop custom solutions for our customers. At present, we have no usage-based fees, but we reserve the right to assess such fees in the future. The initial term of our contracts is one year, with a $200 early termination fee. This fee may be waived in certain circumstances. We also offer additional network services, and they are described with pricing information here: http://www.amplex.net/hosting/hosting.shtml.

Our service does not involve the inspection of network traffic except as required by law. We reserve the right to monitor network traffic in order to (1) comply with a direct legal order; (2) to assist in the improvement of our systems; (3) for billing purposes. Information collected will not intentionally be released to any outside party(s) unless required by law. We record the following information from visitors to our web and ftp sites - Date, Time, IP Address, Username, Query, UserAgent, Referrer, and several other pieces of information. This information is for our internal use in providing reasonable management of our networks.

If you have questions or complaints about our service, visit http://www.amplex.net/Support/support.shtml. We have several ways for you to contact us, and this site reviews our standard procedures for addressing questions and complaints. We have dedicated staff who open trouble tickets for specific matters, and we make every effort to respond on the same or the next business day.

We reserve the right to make changes to our Open Internet policies. These changes will take effect when posted on our website.

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