

Mainstay Communications Network Management Practices Policy Disclosure

Pursuant to the Federal Communications Commission's newly enacted Open Internet Rules found in Part 8 of Title 47 of the Code of Federal Regulations, the policies of Mainstay Communications ("Provider") 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

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

Provider does not employ any congestion management tools, practices and/or software on network traffic.

Application-Specific Behavior

Provider does not make use of any application-specific network management practices. Provider does not favor, modify, inhibit, rate control or block any specific protocols, protocol ports or fields, or any applications or classes of applications.

Device Attachment Rules

Provider provides, at no additional charge, necessary hardware for attaching user devices to the Provider's network. Provider does not specifically limit device types for attachment within its network; however, provider does not guarantee the functionality of devices other than those provided by the provider.

In order for a device to be approved for use on the Provider's network, the device must conform to publicly available industry standards and be non-harmful to Provider's network.

Security

Provider offers its customers unrestricted access to all of the lawful content, services, and applications available on the Internet. 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. Such tools can include the blocking of specific incoming and outgoing ports to the Internet. In the rare circumstance where a user desires to access the Internet through these specific ports, access is available via static IP. 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.

Performance Characteristics

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 offerings, 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 using platform specific test protocols and a consumer accessible speed test available at www.mainstaycomm.net/speedtest, in addition to other standard publicly available speed tests found on the web, the mean upload and download speeds are typically the advertised speed plus or minus 10%.

Assuming the user's equipment and applications are sufficient, the actual speeds achieved with Provider's Internet service offering make Provider's Internet service suitable for real-time applications, such as Voice over Internet Protocol ("VoIP").

Provider does not offer any specialized services.

Provider offers broadband Internet access service via a Fiber to the Home ("FTH"). Provider's internal testing, established a mean round trip latency of 20 ms to local ports.

Provider offers broadband Internet access service via a Digital Subscriber Line ("DSL"). DSL is a wireline transmission technology that transmits data faster over traditional copper telephone lines already installed to homes and businesses. Provider's internal testing, established a mean round trip latency of 50 ms to local ports.

The advertised speed of Provider's wireless broadband Internet access 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 offerings, including, but not limited to: network coverage in the area, the amount of network traffic at any given time, weather conditions, and interference from other devices.

Provider's unlicensed wireless service mean upload and download speeds are typically the advertised speed plus or minus 10%. Provider's internal testing, established a mean round trip latency of 50 ms.

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 ala carte alternatives.

To see Provider's current promotions and pricing on broadband Internet access service, please visit our website www.mainstaycomm.net, or call 402-723-4448 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.

Provider's early termination fee is the number of months remaining in the contract term times the monthly fee agreed to in the agreement.

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.

Privacy Policy

Provider's full Privacy Policy can be found at www.mainstaycomm.net/privacy_policy-new.html

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:

Company: Mainstay Communications
Attn: Internet Business Manager, Postal Address: PO Box 487, 1000 N. Main Street, Henderson, NE 68371
Phone Number: 402-723-4448
Fax Number: 402-723-4451
Email Address: mainstay@mainstaycomm.net
Web URL: mainstaycomm.net

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.

<http://esupport.fcc.gov/complaints.htm>

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 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 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 Acceptable Internet Use Policy/Subscriber Agreement at: www.mainstaycomm.net/useragreement.pdf