

## **OptimERA Internet Transparency Disclosures and Policies**

These disclosures and policies apply to broadband Internet access service (“Service”) provided by OptimERA, Inc., or one of its affiliates (“Company,” “we,” or “us”) provide to retail customers (“Customer” or “you”). In addition to these policies, you are bound by the terms of your agreement for the Service (“Terms”) and Company policies applicable to services to which you have subscribed.

1. **Service Plan Prices.** The monthly prices, charges, and fees for non-dedicated Service, together with speeds offered and data allowances offered by the Company, including any initial charges and early termination fees for some plans, can be found on our website, here: <https://optimeranetworks.com/>, or obtained by contacting our business office. Note that our Service plans may have an allowance for the amount of data you may upload and download in any month. If you exceed the allowance of your plan, we will bill you an overage charge on a per Gigabyte basis, rounded up. Note also that Service availability and actual speed will depend on your location and other factors. Your initial speed and price plan will be provided to you when you first subscribe to Internet access services. Descriptions of the plans can also be found on our website: <https://optimeranetworks.com/>). Plans and prices may be changed by the Company or by you subscribing to a different plan, as provided in the Terms.
2. **Expected Service Performance and Limitations.** Service may be provided using licensed fixed point-to-point and point-to-multi-point Microwave, unlicensed point-to-point and point-to-multi-point Microwave, or LTE wireless technology; all of which may be backhauled by one or more technologies, including but not limited to; C-band SCPC satellite, LEO Satellite, or Fiber Optics. Latency on the Company network is dependent on the technology applicable to the service applied and point from/to which it is measured. Latency and packet loss are maintained to a minimum of those acceptable as defined by the industry standards for the technology used ([https://en.wikipedia.org/wiki/Latency\\_\(engineering\)](https://en.wikipedia.org/wiki/Latency_(engineering))). Individual user experiences may vary. The Company network is suitable for most real-time and time sensitive applications, including, but not limited to, voice and video streaming. The speeds offered in each Service plan are “best efforts” and expected to be the upper limit of each plan, unless otherwise defined in the Service offerings. Actual average speeds may be less, depending on many factors beyond our control. Network congestion, distance from a cellular tower, weather, Customer devices, buildings, vegetation, and other factors will affect performance.
3. **Network and Congestion Management.** The Company’s goal is to provide the best possible Internet service to all our customers at all times on a “best efforts” basis. To do so, in some circumstances Customers may not be allowed to use certain servers and applications that can slow down the Service for all users, such as gaming servers and file sharing applications. Further details can be found in the Terms, which are available

through our website (links provided above). We do not participate in any traffic shaping, blocking, throttling, filtering, or prioritization schemes that would unreasonably discriminate in the transmission of lawful, non-harmful, network traffic, including any traffic that may be provided by our affiliates. Likewise, we do not block lawful content, ports, applications, services, or non-harmful devices. However, during times of peak network usage, your throughput and speeds may be reduced due to the inherent limitations of our middle mile and our connection to the Internet.

4. Device Attachment Rules. Customers may generally attach any lawful device of their choice that is compatible with our network, subject to any limitations of their Service plan. Customers are advised to contact the Company prior to purchasing any third-party equipment to ensure compatibility. The Company is not responsible for the compatibility, suitability or functionality of any equipment that is provided by Customer or any third party. If any such equipment harms our network or degrades the service of other users, Customer may be required to disconnect the device and, in some cases, we may suspend or terminate service to customers that in our sole judgment are causing or contributing to harm. Authentication information required to connect a device we do not provide or support will be provided to you upon request.
5. Security and Privacy.
  - a. *Customer Security*. We may suspend or terminate service to customers that in our sole judgment harm the network or other users.
  - b. *Network Management and Service*. In order to maintain and improve our overall service levels for customers, we may measure and monitor network performance and the performance of your Internet connection. If you contact us for service support, we may request information about your device settings and access traffic related data related to your usage, only to provide customized technical support or to install applications or services that you wish to use. As part of network management and to try to prevent denial of service attacks or other harmful abuses of the network, we may monitor network traffic and the traffic of Customers who are affected by or involved in the harmful activity.
  - c. *Sale of Customer Data*. We do not gather information from your use of our Internet access services to direct customized third-party advertising specifically to you. We do not sell your personal information or Internet usage history to third parties. Many websites you visit will place “cookies” on your device and may track your device for marketing and other purposes and that is not something the Company can control or prevent without blocking or degrading your service.

- d. *Third Party Content and Services.* We are not responsible for the information, content, applications, or services provided by others. Before you access, use, link to or download any service or application on your computer or wireless device, you should review the associated terms of service and privacy policy of the third-party website or application. We also recommend that all customers install, use, and keep up to date applications to protect their devices from viruses and malware.
  - e. *Law Enforcement and Copyrights.* Upon receipt of a reasonable request for information from law enforcement, we will cooperate as required or allowed by law. In the event of actual or alleged violations of copyright, we may inspect network and customer traffic and will comply with the requirements of the Digital Millennium Copyright Act. In some cases, we may suspend, restrict, or terminate service to customers who in our sole judgment are repeat copyright infringers. For more information see link here: <https://legal.optimeranetworks.com/>.
6. Questions or Complaints. If you have questions or complaints about our broadband Internet access service should first visit our website for support at: <https://legal.optimeranetworks.com>. If the question or complaint is not resolved on the web, you may contact one of our customer service representatives as follows: [Support@optimerainc.com](mailto:Support@optimerainc.com) or (907) 581-4983.
7. We find that most customer concerns or disputes can be resolved through our customer service representatives. Any concerns or disputes not resolved without third party intervention will be resolved by binding arbitration in accordance with your Terms.