

## Network Management Practices, Performance Characteristics, and Commercial Terms and Conditions for Fixed Services

Declaration Network Group, Inc. ("the Company") has adopted the following network management practices, performance characteristics, and commercial terms and conditions for its broadband Internet access services in compliance with the Federal Communications Commission's ("FCC's") Open Internet Framework requirements (GN Docket No. 09-191; WC Docket No. 07-52 and CG Docket 18-142). This policy should be read in conjunction with the Company's general terms and conditions and the company's acceptable use policy also available on the Company's website.

These practices, characteristics, terms and conditions are effective as of September 20, 2018. They will be maintained and updated on this website.

The Company may add, delete, or modify certain practices, performance characteristics, terms and conditions from time to time at its discretion. The Company will provide as much advance notice as possible of such changes. It will normally endeavor to furnish written notice of rate changes on this website thirty (30) days before changes become effective, but reserves the right to use a shorter notice period when regulatory, operational, technical or other circumstances warrant.

### I. Network Management Practices

The Company manages its network with the goal of providing the best practicable broadband Internet experience to all of its customers. Within the scope of its resources, it attempts to deploy and maintain adequate capacity and facilities within its own network, and to acquire sufficient middle mile capacity or facilities outside its service area to connect with the Internet. The Company and its staff use their best efforts to monitor, address and minimize (but do not guarantee that they can prevent) the effects of spam, viruses, security attacks, network congestion, and other phenomena that can degrade the service of affected customers.

- A. **Blocking:** The Company does not block any lawful content, applications, devices, and/or non-harmful devices.
- B. **Throttling:** The Company does not throttle, impair or degrade lawful internet traffic.
- C. **Affiliated Prioritization:** The Company does not prioritize its own content, application, services, or devices, or those of its affiliates.
- D. **Paid Prioritization:** The Company does not use or demand "pay-for-priority" or similar arrangements that directly or indirectly favor some traffic over other traffic.
- E. **Congestion Management Practices:** The Company monitors the connections on its network and if congestion becomes an issue, the Company may purchase additional bandwidth.
- F. **Application-Specific Behavior Practices**

The Company does not favor or inhibit certain applications or classes of applications. Customers may use any lawful and commercially available application which they desire on the Company's network. It undertakes no obligation to monitor or investigate the lawfulness of the applications used by its customers.

Customers may occasionally develop their own applications, or modify commercially available applications. The Company will not prohibit the use of customer-developed or modified applications unless there is a reasonable belief that such applications will cause harm to its network.

## **G. Device Attachment Rules**

The Company does not have any approval procedures that must be satisfied before a device can be connected to its network. The Company defines the demarcation point of the network as the ethernet port or the WiFi signal on the Company provided router at the Customer's location. Customers may use any lawful, compatible, type-accepted (if necessary) and commercially available device which they desire on the Company's network, as long as such device does not harm the network. The Company undertakes no obligation to monitor or investigate the lawfulness of the devices used by its customers.

Customers may occasionally develop their own devices, or modify commercially available devices. The Company will not prohibit the use of lawful customer-developed or modified devices unless there is a reasonable belief that such devices will cause harm to its network.

## **H. Security Practices**

The Company does not normally monitor the traffic of its customers. It undertakes no obligation to monitor or protect such customer traffic from spam, viruses, denial-of-service attacks, or other malicious, unlawful or unwanted activities.

The Company recognizes that customers can purchase spam filtering and anti-virus software from commercial vendors to meet their needs. The Company may from time to time offer anti-spam and/or anti-virus software or services to customers who desire to purchase them from the Company. When offered, these software or services will be described and priced in other sections of this website. Customers are free to obtain anti-spam and/or anti-virus software or services from any source they desire, as long as such software or services do not disrupt or degrade the traffic of other customers of the Company or harm the network.

A customer that is subjected to a denial-of-service attack, or similar malicious, unlawful or unwanted activity, is urged to notify the Company as soon as possible. The Company will work with the customer, other service providers, federal and state regulators, and/or law enforcement to determine the source of such activity, and to take appropriate, and technically and economically reasonable efforts to address the matter.

The Company employs commercially appropriate security procedures to protect its network and its customer records from unauthorized access by third parties. The Company does not guarantee that it can protect customers from any and/or all security breaches.

## **II. Performance Characteristics**

### **A. Description of Services**

The service and performance characteristics of the Company's broadband Internet access services are contained in the service offering portions of this website. The Company offers different tiers of service at different prices, and changes these from time to time. The Company also may offer custom solutions for customers.

Actual access speeds and time delays (latency) are impacted by the length, capacity and congestion of Middle Mile transport facilities (between the Company's service area and Internet nodes) as well as the characteristic of the Company's own network.

The Company's service is suitable for real-time applications. The speed tier a customer subscribes to will impact the efficiency of the real-time applications.

## **B. Impact of Specialized Services**

The Company does not offer specialized services to end-users.

## **III. Commercial Terms**

The commercial terms and conditions of the Company's broadband Internet access services are contained in greater detail in the internet section of this website ([www.neubeam.com](http://www.neubeam.com)).

### **A. Service Description and Pricing**

The Company offers different tiers and levels of service at different prices, and changes these from time to time.

The Company is willing to consider and negotiate prices for customized additional network services requested by specific customers or edge service providers if such services can be designed, developed and furnished in a commercially reasonable manner. If and when such customized services are developed and furnished, the Company reserves the right to adapt and provide them to other customers on a non-discriminatory basis so long as such subsequent provision does not entail disclosure of proprietary or confidential information of the initial customer.

### **B. Privacy Policies**

The Company does not collect, store or use traffic information to profile its customers in order to sell additional services to them, or for similar non-network management purposes.

The Company will provide to law enforcement available traffic information legally requested pursuant to the procedures of the Communications Assistance for Law Enforcement Act ("CALEA"), the Foreign Intelligence Surveillance Act ("FISA") or other applicable national security or criminal statutes.

### **C. Redress Options**

Questions and complaints regarding the foregoing matters should be addressed to the Company at Declaration Networks Group, 8245 Boone Boulevard, Suite 230, Vienna, VA 22180, attention: Warren Brasselle ([warren@declarationnetworks.com](mailto:warren@declarationnetworks.com)).