

## **Iowa Wireless Services, LLC**

### **Open Internet Rules**

#### **Network Practices, Performance Characteristics, and Commercial Terms**

##### **For Mobile Services**

Iowa Wireless Services, LLC has approved the following network practices, performance characteristics, and commercial terms 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 and WC Docket No. 07-52).

These practices, characteristics, terms and conditions are intended to help preserve the Internet as an open framework that enables consumer choice, freedom of expression, end-user control, competition, and freedom to innovate without permission, while permitting the Company to manage its network reasonably.

The Company may add, delete, or modify certain practices, performance characteristics, terms and conditions from time to time at its discretion. It will provide clear written notice of these changes on this website, but will not notify customers, content providers, applications providers, service providers or device providers individually of such changes by bill inserts, e-mails, tweets, telephone calls or other direct communications unless specifically required to do so by federal or state authorities. The Company will provide as much advance notice as practicable of such changes. It will normally endeavor to furnish written notice 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 Practices**

I wireless 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 connect its network with the Internet. The Company and its staff use commercially reasonable efforts to monitor, address and minimize (but do not guarantee that they can prevent) the effects of viruses, security attacks, network congestion, and other phenomena that can degrade the service of affected customers.

##### ***A. Congestion Management Practices***

Congestion is an Internet access service problem that can slow web browsing, downloading, and other activities of the customers during certain peak usage periods. This congestion may be caused by capacity limits and bottlenecks in a service provider's own network, or by limitations in the capacity of backhaul facilities and services that many service providers must purchase from unrelated entities.

To date, I wireless has experienced minimal problems with congestion. If significant congestion problems arise in the future, the Company's most desired approach is to determine the source of the problem, and to increase the capacity of the affected portions of its network and its connections with the Internet where warranted. However, network and other facilities upgrades

often cannot be accomplished instantaneously because they require negotiations, authorizations and agreements with multiple unrelated entities such as lenders, government agencies, equipment vendors, tower and other property owners and other carriers.

If or when capacity upgrades are not able to be deployed on a timely or reasonable basis, the Company reserves the right to monitor and identify which customer accounts are using the greatest amount of bandwidth during periods and/or locations of heavy congestion, and to contact those “high-bandwidth customers” to work out a solution to the problem. The Company’s preferred solution will be to help these high-bandwidth customers to find acceptable times and/or locations during non-peak periods to engage in the same activities.

If that preferred solution is not feasible, the Company reserves the right to manage temporarily the Internet traffic of “high-bandwidth customers” at affected locations during periods of significant congestion until such periods of congestion pass. This temporary traffic management will be accomplished by technically and commercially feasible methods that are available or that become available in the future. Affected “high-bandwidth customers” will still be able to access the Internet. However, during periods of congestion, they may experience conditions such as longer times to download or upload files, slower Web surfing, and/or slower movements during online game playing.

Customers should note that any temporary traffic management practices employed by the Company will impact only identified and notified “high-bandwidth customers” during periods and/or at locations that experience congestion problems, and will not be based upon the types of content, applications, services, or devices such customers use. On the basis of its knowledge and experience as of November 2011, the Company expects that periods and locations of temporary traffic management, if any, will be brief and infrequent.

For purposes of its congestion management practices, the Company will consider a period in which a “congestion problem” arises and exists to be one where usage reaches or exceeds 100% during peak busy hour. It will consider a “high-bandwidth customer” as one that uses more than 25% of the available bandwidth during the period that there is a congestion problem.

### ***B. Application-Specific Behavior Practices***

The Company does not have its own third-party application certification criteria or procedures, nor does it generally restrict the use of applications on its network. By using the Company’s services, Customers agree that they will not use such services to engage in any activities that are unlawful or that will cause harm to the Company’s network. The Company reserves the right to restrict applications from its network to the extent that such applications are unlawful or cause harm to the network.

Customers may use any lawful and commercially available application that they desire on the Company’s network. The Company does not favor or inhibit certain applications or classes of applications.

The Company does not normally monitor the contents of the traffic or applications of its customers. It undertakes no obligation to monitor or investigate the lawfulness of the applications used by its customers. If an appropriate party contacts the Company with a substantial and credible allegation that an application being used by a customer is unlawful, the

Company will investigate the matter (including consultation, as it deems appropriate, with attorneys, consultants, federal or state regulators, and/or federal, state or local law enforcement agencies), and will take appropriate actions to deal with the use of applications that are demonstrated to be unlawful.

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.

The Company does not block or rate-control specific protocols or protocol ports.

The Company does not modify protocol fields in ways that are not prescribed by the applicable protocol standards.

The Company does not block, or intentionally impair or degrade access to: (a) any lawful websites; or (b) any applications that compete with its voice or video telephony services or those of its affiliates.

### ***C. Device Attachment Rules***

The Company does not have its own third-party device certification criteria or procedures, nor does it restrict the use of devices on its network unless they are unlawful or unless there is a reasonable belief that such devices will cause harm to its network. All devices that access the Company's network must be compatible with the Company's chosen technology, and it reserves the right to restrict third-party devices from its network to the extent that such devices cause harm to the network

Customers may use any lawful, compatible, and commercially available device which they desire on the Company's network, as long as such device does not harm the network.

The Company does not normally monitor the devices used by its customers. However, some types of devices may not be compatible with its GSM network, and thus, cannot be used with the Company's services.

The Company undertakes no obligation to monitor or investigate the lawfulness of the devices used by its customers. If an appropriate party contacts the Company with a substantial and credible allegation that a device being used by a customer is unlawful, the Company will investigate the matter (including consultation, as it deems appropriate, with attorneys, consultants, federal or state regulators, and/or federal, state or local law enforcement agencies), and will take appropriate actions to deal with the use of a device that is demonstrated to be unlawful.

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 applications will cause harm to its network.

#### ***D. Security***

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 and in the Company's sales and marketing materials. 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**

Many of the service and performance characteristics of the Company's broadband Internet access services are contained in the service offering portions of this website.

#### ***A. Service Description***

The Company uses a WCDMA and GSM network. Customers can expect data access speeds of up to 7 Mbps. However, service quality and data rates will vary depending on a number of factors, including, but not limited to, distance from the nearest tower, foliage, location of use, and surrounding topography.

Because conditions change frequently, the Company can provide estimated actual access speed and time delay (latency) information only for specific recent time periods and locations requested by a customer. The Company notes that its typical speed ranges ("TSR") are: (a) 85 Kbps for its EDGE tier; (b) 3 Mbps for its WCDMA tier;

The Company's service is suitable for real-time applications depending on location and capacity.

### **III. Commercial Terms**

The commercial terms of the Company's broadband Internet access services are contained in greater detail in the service offering/acceptable use/privacy portions of this website. This section provides a brief overview or reference to terms and conditions detailed elsewhere, plus discussions of other terms and conditions required by the FCC's Open Internet Framework.

#### ***A. Pricing Terms***

The Company offers different tiers and levels of service at different prices, which may change from time to time. These service tiers and prices are detailed on the iwireless website.

The Company does not impose usage-based fees upon certain tiers or levels of its service. These usage-based fees are imposed upon the tiers and service levels listed in subscriber agreements in the manner and under the conditions set forth therein.

The Company does impose fees for early termination with respect to certain of its service arrangements. These early termination fees are imposed upon the service arrangements specifically identified in subscriber agreements in the manner and under the conditions set forth therein.

The Company assesses fees for additional network services as set forth in the accepted rate plan agreements. 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 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***

As indicated above, the Company's network management practices do not generally entail the monitoring and inspection of the content of network traffic.

The Company retains and stores certain traffic information (such as the identity of the customer using a particular IP address during a specific period) for time periods required by federal or state law.

The Company retains stores and provides to law enforcement any traffic information 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.

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's other privacy policies and procedures are listed on the I wireless website.

### ***C. Redress Options***

Questions and complaints should be addressed to the Company's Customer Service at 888-550-4497 or [iws\\_website@iwireless.com](mailto:iws_website@iwireless.com)

The Company strongly desires to resolve questions, complaints and other problems of its customers and edge service providers in an informal and direct manner that satisfies all interested parties to the greatest extent practicable.

Customers and edge service providers that are not able to obtain satisfaction from the Company have the option of invoking the FCC's informal and formal complaint procedures regarding Open Internet Framework disputes.

***This policy regarding these practices, performance characteristics, terms are effective as of November 20, 2011.***