

Network Management Disclosure and Usage Policy

Pursuant to the Open Internet Order issued by the Federal Communication Commission ("FCC"), Manti Tele-Communications Company (collectively doing business as "MTCC") is required to disclose Network Management practices in order to provide transparency to their customers. However, this disclosure is not meant to replace or alter any terms of service as provided in any contract or notices supplied by MTCC. Specifically, the FCC rule states:

A person engaged in the provision of broadband Internet access service shall publicly disclose accurate information regarding the network management practices, performance, and commercial terms of its broadband Internet access services sufficient for consumers to make informed choices regarding use of such services and for content, application, service, and device providers to develop, market, and maintain Internet offerings.

MTCC is committed to providing its Internet services as an open platform for economic growth, competition, entertainment, investment, and innovation. It does not block any lawful content, applications, services, or your use of non-harmful devices, or discriminate in transmitting lawful network traffic.

Network Practices

Core Network

MTCC and its subsidiaries provide Internet services across various technologies including cellular, fixed wireless, copper telephone lines (DSL2+/VDSL), fiber to the premises. Each of these services is connected to a 10gig Backbone. Which in turn connect to a Trunk go to Salt Lake City were we connect with XO communications. We have purchased enough bandwidth to cover our peak usage times plus some. We also continuously monitor the connection so that if we near our capacity we upgrade in order to handle the usage. Customers over the various technologies are connected to core routers and equipment. MTCC does not have any control over other carriers beyond its core network. We are in constant contact with our carriers and work with them if there are any problems. Our relationship with XO has proven to be a good provider and has kept our system very stable.

On Premises Equipment

MTCC provides modems or gateways to its customers. Customers may place routers or other devices in their own network beyond the MTCC provided router or gateway. Customers using their own modem are responsible for maintaining that equipment. If customers are using wireless networks beyond MTCC equipment, MTCC encourages its customers to secure the wireless networks. Such wireless networks are susceptible to outside usage, which may violate customers'

privacy, slow down customers' usage of the Internet, or otherwise harm customers. Customers use such networks at their own risk.

Internet Speeds

MTCC markets and provides the speeds listed on its website found at www.manti.com. MTCC uses its best effort to provide the purchased speeds. If Customers have issues with their speed, then they can call MTCC for technical assistance at no charge. The following variables (which are often out of MTCC control) can affect actual speeds experienced by customers:

1. Network Capacity. MTCC purchases more than double its customer's combined peak usage from carriers. It also ensures that there is capacity on its core and that ports are distributed to limit disruptions. Therefore, it is unlikely that slow speeds are a result of MTCC network capacity.
2. Customer Equipment. Performance of a customer's computer, including its age, processing capability, its software, the number of applications running simultaneously, and the presence of any spyware, viruses, etc.
3. Connection. Type of connection between a customer's computer and modem and the distance of devices from customer's computer.
4. Path. The distance, paths, and networks packets travel between a customer's computer and their final destination on the Internet. Packets may travel across multiple and various providers and the limitations of those networks can affect the overall speed.
5. Congestion or Website Limitations. If a large number of visitors are accessing a site or particular destination at the same time, your connection will be adversely affected if the site or destination does not have sufficient capacity to serve all of the visitors efficiently. Also, some websites limit speeds at which visitors can download from their sites.
6. Modem/Gateway. The performance of the modem may degrade over time. Sometimes the modem just needs to be restarted or have the software updated. Please contact MTCC to discuss such issues and the possible solutions.

7. Network Overhead. The modem uses a portion of the bandwidth to handle network and overhead information. This is typically very minor and the connections are sized to eliminate most, if not all, slowing in relation to this issue.

8. Length of Lines or Distance from Antennas. The technologies used by MTCC may be affected by distance or terrain. MTCC will use its best effort to provide the ordered speeds. If such speeds are not possible, then the customer can call MTCC and reduce the Customer's package. However, if the customer is unable to obtain the full purchased speed, but wants and can obtain speeds above the next lower offering, then Customer must pay for the higher offering. MTCC is not responsible for reimbursing customers for not providing purchased speeds.

MTCC maintains a speed test server on its website at www.manti.com, which customers may use, but the issues above may affect the results.

Many factors may affect MTCC network. MTCC will use its best effort to keep its network operational. However, the network might experience problems or may not be available. MTCC is not liable to its customers in such circumstances.

Usage of Network

MTCC is responsible for providing quality service to all of its customers. Therefore, MTCC reserves the right at any time to adjust rates and prices upon notice to its customers. Further, MTCC reserves the right to limit service to any customer that MTCC determines in its sole discretion is negatively affecting MTCC network or other customers. MTCC may take corrective actions (including but not limited to termination of service) for customers who have violated any term of use, usage policy, or have engaged in practices that could harm the network or other customers' utilization of MTCC services.

Usage Policy

Sending harassing or unsolicited e-mail of any kind, whether it is to a newsgroup, an individual email address, or list of email addresses, is strictly prohibited.

Forging user information in e-mail is prohibited. Use of programs in a malicious manner on MTCC servers, users, or through MTCC resources is strictly prohibited.

Users are prohibited from using any of MTCC computers, equipment, services or email accounts in connection with the sending of unsolicited email, whether commercial or not. Users may not send the same or substantially similar unsolicited email to 50 or more recipients in a single day. MTCC reserves the right to terminate the account of any user that, in MTCC sole discretion violates this policy.

Use of text, images, HTML code, JAVA code or sound files created by others without their permission is considered copyright infringement and is strictly prohibited on MTCC system.

Personal home pages are designed to provide information about the user and to entertain others. They are not designed for advertising purposes. Business web page accounts are available for advertising. Reselling web space, selling advertising on a web site, or taking credit card orders requires a MTCC commerce server account. Pages containing explicit material (i.e. pornography, swearing) are strictly prohibited.

Use of MTCC FTP server for advertising purposes requires an MTCC business account. Call us if you wish to start a MTCC business account.

Files containing explicit material (i.e. pornography, swearing) may not be stored on MTCC FTP server. Use of MTCC FTP server to transfer or distribute pirated or copyrighted software is strictly prohibited.

No client shall knowingly or unknowingly submit to MTCC for publication any of the following material (including pictures, links, or any other content):

(a) any material which violates or infringes any copyright, trademark, trade secret, patent, statutory, common law or other proprietary rights of others;

(b) any material that is libelous or slanderous;

(c) any material which is or contains anything obscene or pornographic;(under discretion of MTCC)

(d) distribution lists to be used via unsolicited electronic mail or other mass electronic mailings including but not limited to: mass-newsgroup postings, SPAM and unsolicited email sent from you, or through any other service on the Internet, which contains your domain name or any other domain name on our network.

Any violation of the above conditions will result in termination of Client's account immediately. MTCC reserves the right to charge \$500 per incidence of any SPAM material to Client's account or credit card as well as any legal fees incurred due to Client's SPAM. MTCC reserves the right to collect damages (software, hardware & man-hours) if any harm is done to MTCC, which requires tracking of people, repair, or reconfiguration of any kind.

Due to the public nature of the Internet, all material submitted by Client for publication will be considered publicly accessible. MTCC does not screen in advance Client's material submitted to MTCC for publication. MTCC publication of material submitted by Client does not create any express or implied approval by MTCC of such material, nor does it indicate that such material complies with the terms of this Agreement.

Using MTCC services for illegal purposes, MTCC reserves the right to and will cooperate with legal authorities and/or injured third parties in any investigation of criminal or civil wrong. Activities that are prohibited as being illegal include but not limited to:

- Unauthorized use or distribution of copyrighted material including, books, photographs, magazines, and software.
- Attempting to access or penetrate the security of other accounts or systems (hacking).
- Making fraudulent offers.
- Threatening bodily harm or property damage to any individual or group.
- Violation of U.S. export control laws.
- Allowing unauthorized use of your account or revealing your password to others.
- Forging or spoofing any transmission header including email.
- Attacking or harassing others by mail-bombing, news-bombing, denial-of-services attacks, distributing viruses or engaging in any activity that threatens the presence of MTCC on the Internet.

- Possession and or distribution of child pornography by means of the MTCC network or equipment.

Use of MTCC network for illegal or inappropriate actions is prohibited. MTCC may provide customer information to appropriate legal authorities as direct by law or in the case of copyright infringement to those violated as directed legally upon notice to the customer.

MTCC does not engage in any network management practices, target specific types of traffic based on their technology or their provider, modify protocol fields in ways not prescribed by the protocol standard, inhibit or favor certain applications or classes of applications, or block or manage any specific protocols or protocol ports. MTCC does reserve the right to block any or all traffic at request of customer that is pay for internet from MTCC.

If you have any questions about this policy, then please contact MTCC at 435-835-2929.