

## **MILLRY COMMUNICATIONS' BROADBAND INTERNET ACCESS SERVICE DISCLOSURES**

Pursuant to the terms and conditions of Millry Communications' Service Application, Price List, Fair Access Policy and Acceptable Use Policy, Millry Communications provides telecommunications, information and other services to its customers through Millry Corporation, Millry Communication, Inc., Millry Telephone Company, Inc., and those of its subsidiaries, affiliates and any other person or entity doing business as Millry Communications. Millry Communications offers high-speed Internet and DS1 services for Internet access via its own network facilities, in conjunction with an unaffiliated third party, API Digital in Huntsville, Alabama.

In addition, Millry Communications, Inc. is an authorized licensee of WildBlue ("WildBlue"), a satellite Internet services provider, and offers WildBlue's High-Speed Internet access service to Millry Communications' business and residential users. This service is offered as an alternative to land-line Digital Subscriber Line ("DSL") service for customers who are outside the workable range for DSL and includes several information related services, such as Internet access, various electronic mail (e-mail) packages and services, World Wide Web website hosting arrangements, and other online and Internet-related services.

### **I. Network Management Practices**

#### ***Congestion Management***

In order to offer consumers affordable broadband service, all broadband providers make their services available over "shared" rather than "dedicated" networks. While shared networks typically cost less to build and operate, they are also more prone to congestion. Some consumer broadband services, like cable modem and mobile wireless service, are shared all the way from the consumer to the Internet, while other services, like DSL, are only partially shared because they offer a dedicated link over the "last mile" to the consumer. With any shared network, some limitations on the uses individual subscribers make of their service are inherently necessary to ensure that all customers collectively receive an acceptable level of service. Absent such limitations, excessive or inappropriate usage by a minority of users can negatively affect the Internet experience of all users.

Millry Communications uses various tools and techniques to manage its network and deliver its services. These tools and techniques are dynamic, like the network and its usage, and can and do change frequently. For example, these network management activities may include (i) identifying spam and preventing its delivery to customer e-mail accounts, (ii) detecting malicious Internet traffic and preventing the distribution of viruses or other harmful code or content, (iii) temporarily delaying peer-to-peer sessions (or sessions using other applications or protocols) during periods of high network congestion, (iv) limiting the number of peer-to-peer sessions during periods of high network congestion, and (v) using other tools and techniques that Millry Communications may be required to implement in order to meet its goal of delivering the best possible broadband Internet experience to all of its customers.

Where a service account, service or feature descriptions specify bandwidth, disk utilization, simultaneous connections and/or aggregate data download or upload, use in

excess of those limits (bytes/bits transferred) is not permitted without an appropriate change in account type or status, and additional charges may incur for such usage. In addition, sessions on dial accounts that repeatedly exceed a reasonable time may be terminated in order to protect network resources and preserve service availability for other users. Users of Millry Communications Internet services are limited to one simultaneous connection per session. In the event Millry Communications determines that an account is exceeding the relevant bandwidth, disk utilization, aggregate data download/upload limits, simultaneous connections or reasonable session times for dial-up or high-speed broadband accounts, the customer will generally be notified by e-mail. However, if excessive bandwidth, disk space utilization, simultaneous connections, aggregate data download or upload, or dial-up session length is determined to adversely affect Millry Communications' ability to provide service, immediate action may be taken. The account owner may be notified as soon as practicable thereafter. If excess use continues after such notification, the account owner may be requested to upgrade the type of account or modify the activity creating the excess use. Failure to make the requested modifications may result in the account being terminated.

### **WildBlue**

WildBlue's network is also designed to provide its customers with highly reliable Internet access and data transmission services. WildBlue has five gateways located throughout the U.S. and Canada that connect its satellite access network with the Internet. Each gateway consists of microwave, Internet and other broadband equipment that quickly and efficiently route traffic from the customer's personal computer ("PC") to the Internet and back. WildBlue connects the gateways to the Internet via a redundant, state-of-the-art fiber backbone that is monitored around the clock and instantaneously re-routes traffic in the event of a cable cut or other outage.

Since WildBlue is a shared network, it sets usage thresholds on the amount of data you can upload and download within stated time periods so that extraordinary usage by a few customers does not negatively affect the normal usage of other customers. If you exceed these thresholds, WildBlue will temporarily limit the speed at which you can send and receive data over the WildBlue access network. You will still be able to use the WildBlue Internet access service, but your speed will be slower. WildBlue may use other traffic management and prioritization tools to help ensure equitable access to the WildBlue network for all customers. Your WildBlue Internet access is not guaranteed and is subject to the terms of WildBlue's Fair Access Policy ("FAP"), as found at [www.millrywb.net/FairAccessIntro.htm](http://www.millrywb.net/FairAccessIntro.htm).

WildBlue measures your upload and download data usage ("Actual Usage") each day to determine if your total Actual Usage, as aggregated over the previous thirty days ("Usage Total"), exceeds the Usage Threshold for the service plan that you selected. At any time, you can see your Usage Total versus your monthly Usage Threshold under the Customer Care section at <http://admintool.millrywb.net>. WildBlue will notify you via your WildBlue contact email address if your Usage Total reaches 80% or more of the Usage Threshold. If at any time your Usage Total is above the Usage Threshold, WildBlue will reduce your access speeds, typically to 128 kbps in the downstream (from the Internet to you) and 28 kbps in the upstream (from you to the Internet), and you may experience a loss of connectivity during peak usage periods (collectively, "Reduced Access"). Once your speeds have been reduced, you must decrease your usage to bring your Usage

Total to 70% or less of the Usage Threshold. Once your Usage Total reaches this level, your access speeds will be restored to the original speed levels by the next day.

If you violate the WildBlue FAP in each of four consecutive months or in each of five calendar months within any twelve month period – whether by exceeding the monthly Usage Threshold or by remaining in a reduced-speed status – your use of the service will be limited to Reduced Access and restricted to Web browsing activities and to sending and receiving e-mail. Once you reduce your Usage Total to 70% of your Monthly Usage Threshold, your speeds and access will return to normal.

### ***Specific Applications / Device Attachments***

WildBlue customers' PCs will have WildBlue's high-speed Internet access anywhere when connected via Ethernet to the WildBlue modem. You may connect your PC directly to your WildBlue modem with an Ethernet cable, or you can attach a wireless hub or router to your WildBlue modem and connect wirelessly (using the popular 802.11 standards, for example). Minimum PC requirements for Windows PCs include: 300+ MHz processor, 128 MB RAM, Windows 98SE, ME, 2000 or XP operating system, 100 MB of free hard drive space, and an Ethernet NIC card. Minimum requirements for Macs include: 300+ MHz processor, 128 MB RAM, OS9 or OS10.2+ operating system, 100 MB of free hard drive space, and an Ethernet NIC card. You are required to have up-to-date anti-virus software on your PC.

### ***Security Measures***

Millry Communications regularly monitors the technical performance of its network to provide a secure, high-quality broadband experience, and it will act to minimize the impact of threats to the security of the network – including threats posed by viruses, worms, spyware and spam – that could lead to congestion and degraded performance. None of the security measures intended to prevent the spread of viruses, malware, spam or other threats to consumers should prevent you from running a mail server or web server using the broadband connection; however, Millry Communications is not required to disclose internal network security measures, such as routing security practices, that do not directly bear on a consumer's choices regarding Internet access or services.

You are solely responsible for the security of any device you choose to connect when using Millry Communications' services, including any data stored on that device. You assume any and all risks relating to the security of your communications, data and network and its potential access by others, including, but not limited to, the transmission of any computer virus or similar software which alters, disables or destroys, in whole or in part, the hardware, communications, data and/or network. You must take reasonable measures to protect the security of any such connected equipment, including maintaining at your cost an up-to-date version of anti-virus and/or firewall software to protect your computers from malicious programs. In the event of a malicious program infecting your computer that causes a violation of Millry Communications' Acceptable Use Policy, as found at [www.millry.net/usage.pdf](http://www.millry.net/usage.pdf), Millry Communications may suspend your service until the problem is resolved; however, you will remain fully liable for all applicable monthly fees and charges during any period of suspension.

When using WildBlue services, you agree to take reasonable measures to protect the security of your computer, including maintaining at your cost an up-to-date version of anti-virus and/or firewall software to protect your computer from malicious code, programs or other internal components (such as a computer virus, computer worm, computer time bomb or similar component). You expressly agree that if your computer becomes infected and causes any of the prohibited activities listed in the Acceptable Use Policy, WildBlue may immediately suspend your service until such time as your computer is sufficiently protected to prevent further prohibited activities. You will be fully liable for all monthly fees and other charges under your customer agreement during any period of suspension. In all cases, you are solely responsible for the security of any device you choose to connect to the service, including any data stored or shared on that device.

## II. Service Descriptions and Performance Characteristics

One of the challenges associated with providing broadband Internet access is the fact that the end-to-end Internet throughput that customers experience – that is, the average rate of successful message delivery over the service connection, usually measured in bits per second (bit/s or bps), and sometimes in data packets per second or data packets per time slot – is largely outside the control of individual broadband providers like Millry Communications. A myriad of factors ranging from the capacity of content providers' servers and connections, to the performance of a user's own computer, can affect throughput. As a result, no provider can guarantee the end-to-end throughput speed across the Internet that a consumer will receive. Thus, when Millry Communications offers service at a given speed, we are referring to the speed capability we provide to a customer's home, rather than the speed at which the customer's computer exchanges packets with other Internet end points. Millry Communications provides broadband service in discrete, non-overlapping speed tiers. Millry Communications will strive to provide service within the speed tier that you purchased; if we find that we are not providing service within the ordered speed tier, Millry Communications will take action either to bring the service within the ordered tier or give you an option to move to a different tier. Your computer(s) or other premises equipment connected must meet the following minimum requirements in order to utilize the service:

Processor:	Intel Pentium iii 1 Ghz or higher (2 Ghz recommended)
Operating System:	Windows XP Home Edition (SP2 recommended) Windows XP Professional Edition (SP2 recommended) Windows 2000 Workstation SP4 (Update Rollup 1 recommended) Windows Vista (32-bit)
Memory:	512MB of RAM (1 GB recommended)
Disk Space:	500MB free hard disk space (1 GB recommended)

**Millry Communications' Digital Subscriber Line (DSL) service** provides digital data transmission over telephone wires, enabling simultaneous use of the telephone and data. It may be ordered separately or bundled with other telecommunications services, at a discounted rate. Millry Communications offers the following DSL services:

Deluxe Package – dial up Internet service

Express DSL – transmits up to 1.0 Megabytes per second (MB) downstream (from the information server to the customer) and up to 512 Kilobytes per second (Kb) upstream (from the customer to the information server)

Select DSL – transmits up to 2.0 MB downstream and up to 768 Kb upstream

Pro DSL – transmits up to 4.0 MB downstream and up to 1.0 MB upstream

Extreme DSL – transmits up to 8.0 MB downstream and up to 1.0 MB upstream

Extreme DSL plus – transmits up to 8.0 MB downstream and up to 2.0 MB upstream

**Millry Communications DS1 service** provides for the simultaneous two-way transmission of digital signals only at speeds of 1.544 Mbps using only digital transmission facilities, where those facilities are available. DS1 Local Channel is furnished between a Serving Wire Center and the customer's premises. The local channel rate includes the central office trunk termination (COTT).

**Digital Data Services** provide for the simultaneous two-way transmission of digital signals at synchronous speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps over digital facilities between points within a local access and transport area (LATA). Digital Local Channel is furnished between a Serving Wire Center and the customer's premises. The Digital Local Channel Charges apply per local channel and include a channel termination at Millry Communications' central office.

### **WildBlue's Broadband Service**

WildBlue's broadband service will allow you to access the Internet at speeds up to 1.5 Megabits per second. WildBlue offers the following broadband services:

Value Pak – downloads up to 512 Kb per second; upload threshold (volume of data that can be uploaded during the previous thirty days before user speeds may be restricted under the FAP) is 2,300; the download threshold (volume of data that can be downloaded during the previous thirty days before user speeds may be restricted under the FAP) is 7,500; offered to residential customers only

Select Pak – downloads up to 1.0 MB per second; upload threshold is 3,000; download threshold is 12,000

Pro Pak – downloads up to 1.5 MB per second; upload threshold is 5,000; download threshold is 17,000.

WildBlue has minimum system requirements for use of the service:

#### **PC**

- 300 MHz or faster processing speed
- 128 MB Random Access Memory (RAM)
- Operating system: Windows 98SE, ME, XP Home or XP
- 100 MB of hard drive space
- Virus protection
- Ethernet card

#### **MacIntosh**

- 300 MHz or faster processing speed
- 128 MB RAM
- Operating system: OS 9.x, OS 10.2 or higher
- 100 MB of hard drive space
- Virus protection
- Ethernet card

WildBlue does not support Windows 2000 or Internet Explorer 6. You should not apply for WildBlue service if you are using either of these programs.

The WildBlue system is engineered to help offset the impact of latency, which is the delay caused by sending signals from the earth to the satellite and back again. However, there is a delay of about a quarter second as the signal travels up to the satellite and back down to the ground. For most applications, this latency does not affect performance; however, there are some applications like voice over Internet protocol (telephone service delivered over the Internet, also known as VoIP), or real-time interactive gaming, where latency will have a noticeable effect on performance over the WildBlue network, as it would on any satellite-delivered service. WildBlue service is not recommended for gaming, VoIP services, peer-to-peer software programs or virtual private network (VPN).

### III. Commercial Terms

***Base Pricing (additional packages including these basic services may be offered; additional charges may apply)***

Millry Communications DSL only:

- Deluxe Package (Dial up) - \$19.95 per month
- Express DSL (up to 1.0 MB/up to 512 Kb) - \$32.95 per month
- Select DSL (up to 2.0 MB/up to 768 Kb) - \$42.95 per month
- Pro DSL (up to 4.0 MB/up to 1.0 MB) - \$52.95 per month
- Extreme DSL (up to 8.0 MB/up to 1.0 MB) - \$79.95 per month
- Extreme DSL plus (up to 8.00 MB/up to 2.0 MB) - \$99.95 per month

Millry Communications DSL service requires a twelve consecutive month commitment term. You may also elect to purchase a standard DSL modem from Millry Communications for \$69.00 or lease a modem for \$4.99 per month. A wireless modem may be purchased for \$115.00, or you may lease one for \$6.99 per month. Extreme DSL Plus (bonded DSL) requires a wireless modem lease of \$8.99 per month. No purchase option is available for bonded DSL modems. Millry Communications will replace a leased defective modem at no cost to you. Should you experience problems with modems purchased from Millry Communications, it will be your responsibility to repair the equipment at your expense or purchase a new one.

Inline filters (\$3.00 per desk jack, \$4.50 per wall jack), a Network card (\$14.75, if required) and a two-way adapter (\$3.00) must also be purchased for use with the DSL service.

DS1 Local Channel, each DS1 with COTT:

	Nonrecurring Charge	Month to Month (per month)	12 Months (per month)	24 Months (per month)	36 Months (per month)
Each DS1	\$300.00	\$335.00	\$279.00	\$261.00	\$244.00

Digital Data Services:

Kbps	Nonrecurring Charge		Month to Month	Monthly Charges		
	First	Add'l		12 Months	24 Months	36 Months
2.4	\$414.00	\$271.00	\$65.00	\$58.75	\$52.00	\$46.00
4.8	\$414.00	\$271.00	\$65.00	\$58.75	\$52.00	\$46.00
9.6	\$414.00	\$271.00	\$65.00	\$58.75	\$52.00	\$46.00
19.2	\$414.00	\$271.00	\$65.00	\$58.75	\$52.00	\$46.00
56.0	\$459.00	\$311.00	\$105.00	\$93.00	\$84.00	\$74.00
64.0	\$499.00	\$351.00	\$105.00	\$93.00	\$84.00	\$74.00

WildBlue's Value Pak (up to 512 Kb/ up to 128 Kb) – \$49.95 per month (residential only)  
Select Pak (up to 1.0 Mbps/up to 200 Kb) – \$69.95 per month  
Pro Pak (up to 1.5 Mbps/up to 256 Kb) – \$79.95 per month

WildBlue service requires a twelve (12) consecutive month commitment term.

***Cancellation or Termination Fees***

You may you cancel your order for Millry Communications services before the first of the ordered services is installed. Once your DSL service has been provisioned in the Central Office switch, a \$95.00 cancellation charge will apply. Service will be considered installed when such service is activated and ready for use, regardless of whether you are actually using such service or have connected it to any equipment inside your premises. If you cancel your order after installation, you will be responsible for all installation and connection charges, any billed or accrued, but unpaid, service charges through the date of cancellation (including for service paid in advance), any charges for damaged or unreturned equipment and any termination fees. The customer has the right to terminate access to Millry Internet service at any time. Any termination notice may be by telephone or in person during normal business hours or by email and must be acknowledged in writing. Termination of service after installation shall be effective upon five business days' notice. The customer is responsible for all access and use of the service until the billing cycle has ended and the customer agreement has been terminated.

Should the service, or any portion, be terminated or suspended, all amounts owed for prior service will become immediately due and payable, in addition to any termination fees, and all of Millry Communications' equipment relating to such service must be returned immediately. In the event a Millry Communications customer fails to maintain the service for a twelve-month period, a termination fee of \$150.00 is due. The equipment has an actual value greater than its purchase price because it is a means to

receive programming not otherwise available to non-subscribers, and upon termination, the customer is also responsible to pay \$50.00 for each leased modem not returned and \$25.00 for each leased surge protector not returned to Millry Communications. Charges for the non-return of other equipment shall be based on a schedule maintained by the Company. Millry Communications may automatically add charges for payment of the equipment not returned and draft any credit card or checking account that the customer has left on file for payment. The failure to return any equipment at the termination of the service for which the equipment was required will also result in Millry Communications withholding any deposit still in its possession, and the amount of that deposit will be credited towards the purchase price of the equipment. Millry Communications retains sole discretion as to whether to allow service to be reconnected after termination due to a breach or violation of the customer service agreement.

Customers will not, however, be responsible for any termination fees in the event of cancellation of service by Millry Communications unrelated to a breach or cancellation of the service agreement on the customer's part or the customer's termination of service due to a price or term modification that has the effect of increasing the cost of the service to the customer (other than a tax increase) or materially changing the service. The customer remains liable for all other accrued, but unbilled charges through the termination date (including any charges paid in advance) and the reasonable costs of any action Millry Communications may take to collect amounts not paid when due, including, but not limited to, the costs of a collection agency, reasonable attorney's fees and court costs.

A reconnection fee of \$100.00 is due if Millry Communications agrees to reconnect service to a customer whose service has been terminated due to any breach or violation of the terms and conditions of use of the service.

If a WildBlue order is cancelled before installation, there is no charge. If a minimum service term applies and the service is cancelled after installation, but before completion of the minimum service term, a termination fee equal to the number of months left in the minimum service term, multiplied by the base monthly fee, will be applied. If the customer has fully paid for the WildBlue equipment, the customer is not required to return, and WildBlue is not obligated to de-install, the equipment upon termination. If the customer has leased the WildBlue equipment or not fully paid for such equipment at the time of termination, the satellite modem must be returned upon termination of service, and WildBlue is authorized to access the customer's premises upon reasonable times and notice to retrieve any outdoor equipment. WildBlue may abandon any or all of the WildBlue equipment at the time of termination; WildBlue is not obligated to de-install or otherwise retrieve any of WildBlue equipment.

If WildBlue service is suspended or terminated for failure to submit payment on time or for any other reason, WildBlue may require a deposit in addition to payment of past due amounts before reactivating the service. The amount of the deposit will not exceed one year of monthly fees. If service is suspended or terminated for any reason, including the customer's request or for failure to pay past due amounts, a reactivation fee of \$30.00 will be required. In addition, the account must be brought up to date through the month of reactivation by making payment in full of any outstanding balance, fees and other applicable charges.

### ***Privacy Policies***

Internet systems use public access facilities to transmit voice and data communications, and the privacy of such transmitted materials cannot be guaranteed. In particular, electronic mail passes through multiple mail servers on the Internet as it passes from source to destination, and Internet systems may carry material which may be considered abusive, profane or sexually offensive. Millry Communications is not liable to its customers for any claims, loss, damages or cost that may result from lack of privacy on the system or from the content of such transmitted material.

Millry Communications does not intend to censor the content of any newsgroups or other communications passing through its systems. Millry Communications believes such choices should generally be left to the individual customer. Software tools are available to screen a customer account's access to newsgroups and websites that might be considered offensive. It is the customer's responsibility to make use of such tools, if desired.

Newsgroup postings and other e-mail messages sent via the service and the Internet are communications between the senders and consenting receivers thereof, and Millry Communications has neither the authority nor the responsibility to regulate their content. The views and comments expressed by the senders of such postings or messages are solely those of their authors and do not reflect any review, approval or endorsement by Millry Communications. Millry Communications will, however, attempt to assist customers who continually receive e-mail they deem to be objectionable and/or unsolicited e-mail and notify it of the problem.

Likewise, Millry Communications does not routinely monitor the activity of individual service accounts for violations of its usage policies or agreements, except when determining aggregate bandwidth consumption or when examining mail on Millry Communications' own mail servers when allowed under law or as part of system maintenance or troubleshooting – i.e., when investigating e-mail delivery problems or pursuant to a valid state or federal civil or investigative demand. However, Millry Communications will respond appropriately if it becomes aware of inappropriate use of its services.

Millry Communications and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content in order to, among other things, operate the service, identify violators and/or protect the network, the services and Millry Communications' users, although they have no legal obligation to do so. Millry Communications prefers to inform customers of inappropriate activities and give them a reasonable period of time in which to take corrective action or to resolve their differences with other customers without its intervention. However, if the services are used in a way that Millry Communications or its suppliers, in their sole discretion, believe violate its customer agreements, Millry Communications or its suppliers may, without liability, take any responsive actions they deem appropriate under the circumstances, with or without notice to the customer, including, but not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the service. These actions are not exclusive remedies, and Millry Communications may take any other legal or technical actions it deems appropriate, with or without prior notice to the customer.

### ***Service Limitations***

Millry Communications' services are subject to transmission limitations caused by atmospheric, topographical and any other like conditions. Additionally, services may be temporarily refused, limited, interrupted or curtailed due to government, regulations or orders, system capacity limitations, limitations imposed by an underlying communications carrier, or because of equipment modifications, upgrades, repairs or reallocations or other similar activities necessary or proper for the operation or improvement of Millry Communications' Internet system. Millry Communications shall in no event be liable for such service or equipment interruptions or delays in transmission, errors or defects in service or equipment when caused by acts of God, fire, war, riots, government authorities, default of supplier or other causes beyond its or any underlying communications carrier's control.

Millry Communications has no liability for any claims in any way related to the customer's inability or failure to perform research or related work or to work properly or completely or any lost profits damages relating to the customer's right or use of, or inability to use, the Internet or data. Use of any information obtained via the service is at the customer's own risk. Millry Communications disclaims any responsibility for the accuracy or quality of information obtained through its services.

Because of the nature of wireless Internet communications, transmission and reception of data can never be guaranteed. Data may be delayed, corrupted (i.e. have errors) or be totally lost. Although significant delays or losses of data are rare when wireless Internet modems are used in a normal manner with a well-constructed network, they should not be used in situations where failure to transmit or receive data could result in damage of any kind to the user or any other party, including but not limited to personal injury, death, or loss of property.

Transmission and reception signals transmitted by wireless Internet modems can also be intercepted by unauthorized third parties. Interceptions of transmission and reception signals may result in unauthorized use of the end user's service and/or unauthorized reception of the end user's personal and private data.

Millry Communications accepts no responsibility for damages of any kind resulting from delays, errors, or unauthorized reception of data transmitted or received using a wireless Internet modem, or for failure of the wireless Internet modem to transmit or receive such data.

WildBlue service requires an unobstructed view of the southern sky from the building or yard; your satellite dish will be mounted on a pole in your yard. WildBlue service is affected by weather. The WildBlue service will offer availability equal to that of satellite TV. Like satellite TV services, during a very heavy rainstorm, you may notice slower WildBlue speeds, or lose connectivity, but service should return to normal when the thunderstorm subsides. In some instances, a reboot of the system may be required by unplugging it for ninety seconds. WildBlue makes no warranty that the service will be uninterrupted or error-free, and neither WildBlue nor Millry Communications makes any warranty as to the results to be obtained from the use of the service, including any minimum upload or download speeds. For an interruption of a significant length of time within WildBlue's reasonable control, upon your request, WildBlue will provide what it

determines to be a fair and equitable adjustment to your account to make up for the service interruption.

Unless otherwise authorized by Millry Communications, you may not permit more than one high-speed Internet log-on session to be active at one time. A log-on session represents an active connection to your Internet access provider. The active session may be shared to connect multiple computers/devices within a single home or office location or within a single unit within a multiple dwelling unit (e.g., single apartment or office within an apartment or office complex) to your modem and/or router to access the service (including the establishment of a "WiFi" hotspot), but the service may only be used at (depending on the class of service ordered) the single home, office or commercial location (e.g., restaurant or coffee shop) or single unit within a multiple dwelling unit for which service is provisioned by Millry Communications, unless otherwise authorized by the company. You may not use a WiFi hotspot in violation of the terms of your use agreements or in a way that circumvents Millry Communications' ability to provide service to another customer (e.g., you cannot use a WiFi hotspot to provide service outside your single home or commercial location or outside your single unit within a multiple dwelling unit, and you cannot resell service provided over a WiFi hotspot unless approved by Millry Communications in writing).

You may not use more than one IP address for each log on session unless an advanced service allocating you more than one IP address has been purchased. Service may be used to host a server, personal or commercial, as long as such server is used pursuant to the terms and conditions applicable to the service, and not for any malicious purposes. You may not use the service for resale or license of any nature whatsoever without Millry Communications' prior consent, which may be given or withheld in its sole discretion.

Millry Communications may make Personal Webpages available as an optional feature of its service. Use of the Personal Webpage service is limited to one File Transfer Protocol ("FTP") Personal Webpage site per customer. The FTP account will include up to twenty MB of server space. Server side executable programs are not permitted, customers may not share their passwords and Millry Communications' name and trademark may not appear to endorse a Personal Webpage site. Millry Communications reserves the right to limit usage on a customer's application for service, and it is not responsible for any revenue lost by a site being down.

### ***Use of the Service***

As a condition of use of the service, customers must agree not to publish on or over the Internet content that violates or infringes upon the rights of any other person. If Millry Communications is challenged by any third party regarding the suitability of a customer's content, Millry Communications may, at its sole discretion, delete the customer's content from the Internet service. Sending unsolicited e-mail advertising a service or Website, newsgroup, etc. located or hosted within the service domain space or address space, or service otherwise associated with the service is also prohibited, regardless of e-mail point of origin. Additionally, using a Millry e-mail address or website address to collect responses from unsolicited e-mail is prohibited. Customers may not send unsolicited electronic mail to other Millry Communications customers without Millry Communications' explicit written permission for each instance of communication. Customers shall not knowingly collect or solicit personal information from a minor or use

this service to harm a minor, including, but not limited to, using the service to send pornographic, obscene or profane materials involving a minor. A minor is defined as any person under eighteen (18) years of age.

Millry Communications may also immediately terminate any account which it determines, in its sole discretion, is transmitting or is otherwise connected with any "spam" or other unsolicited bulk e-mail. If actual damages cannot be reasonably calculated or quantified, Millry Communications may seek liquidated damages of five dollars (\$5.00) for each piece of "spam" or unsolicited bulk e-mail transmitted from or otherwise connected with your account.

Millry Communications is not responsible for deleting or forwarding any e-mail sent to the wrong e-mail address by you or by someone else trying to send e-mail to you. Millry Communications is also not responsible for forwarding email sent to any account that has been suspended or terminated. This e-mail will be returned to the sender, ignored, deleted or stored temporarily, at Millry Communications' sole discretion. In the event that Millry Communications believes, in its sole discretion, that any customer name, account name or e-mail address (collectively, an "identifier") on the service may be used for, or is being used for, any misleading, fraudulent or other improper or illegal purpose, Millry Communications (i) reserves the right to block access to and prevent the use of any of these identifiers and (ii) may at any time require any customer to change his or her identifier. In addition, Millry Communications may at any time reserve any identifiers on the service for its own purposes. If a service account is terminated for any reason, all e-mail associated with that account (and any secondary accounts) will be permanently deleted, as well.

The customer is solely responsible for any information that you or others publish or store on the Personal Webpages and is also responsible for ensuring that all content made available through the Personal Webpages is appropriate for those who may have access to it. You must take appropriate measures to prevent minors from receiving or accessing inappropriate content. Millry Communications reserves the right to remove, block or refuse to post or store any information or materials, in whole or in part, that, in its sole discretion, it deems to be in violation of the "Content and Information Restrictions" section of this disclosure. As used herein, "material" refers to all forms of communications, including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs and scripts, video recordings, and audio recordings. Millry Communications may remove or block content contained on a customer's Personal Webpages and terminate the Personal Webpages and/or use of the service for violation of these provisions. Customers may not, through action or inaction, allow the transmission of files that contain a virus or corrupted data. To protect our customers and the network, Millry Communications may suspend and/or cancel a customer's account if it believes that the customer is transmitting a virus to other Internet users or Millry Communications' network.

The customer does not own, nor have any rights, other than those expressly granted, to a particular IP address, even if you have ordered a static IP address.

The customer is responsible for: (1) all access to and use or misuse of the service, even if the inappropriate activity was committed by a friend, family member, guest, customer, employee or any other person with access to your account or password(s), regardless of whether you authorized the use of the service; (2) ensuring

that all end users, including WiFi users, comply with all terms of the Millry Communications Acceptable Use Policy. You are solely responsible for obtaining sufficient identification of users of your WiFi network. You are responsible for any fees incurred for the service, or for software or other merchandise purchased through the service, or any other expenses incurred in accordance with Millry Communications' applicable terms and conditions. Any use of the service other than as specified herein and under Millry Communications' agreements with the customer may result in the immediate termination of the service and the imposition of any termination fees, without prejudice to any other rights and remedies available to Millry Communications at law and at equity.

Up to three computers in your residence and up to six family members who permanently reside in your household may receive WildBlue services under a single billing account. For Select and Pro service plans, up to eight computers in your residence may receive WildBlue services under a single billing account. Your "household" is limited to the single address where you reside and where the service is initially installed. It does not include adjacent apartments, residences, offices or any type of space not physically associated with your address. Any use of the services other than as specified above constitutes an unlawful and unauthorized use of the service and a material breach of the customer agreement, regardless of whether you receive any compensation for such use, and may result in the immediate termination of the service and the imposition of the termination fee, without prejudice to any rights and remedies available to Millry Communications under the customer agreement, at law and at equity.

You are responsible for any misuse of WildBlue service, even if the misuse was committed by a friend, family member, or guest with access to your service account. Therefore, you must take steps to ensure that others do not use your account to gain unauthorized access to the service by, for example, strictly maintaining the confidentiality of your service login and password. You agree to notify WildBlue immediately after you sell, give away or otherwise transfer your WildBlue equipment to anyone else. You are considered the registered recipient of the services until WildBlue receives such notice, and you will be liable for any charges or fees incurred by the use of your WildBlue equipment by anyone else up to the time that your notice is received, unless otherwise provided by applicable law. You may not assign or transfer your service without WildBlue's written consent. If you do, WildBlue may inactivate your service. If your WildBlue equipment is stolen or otherwise removed from your premises without your authorization, you must notify WildBlue immediately, or else you will be liable for payment for unauthorized use of the WildBlue service or WildBlue equipment.

Millry Communications and/or WildBlue may discontinue, add to or revise any or all aspects of the service in our sole discretion and without notice, including access to support services, publications and any other products or services ancillary to the WildBlue service. In particular, we reserve the right at our sole discretion to modify, supplement, delete, discontinue or remove any software, file, publications, information, communication or other content provided to you by Millry Communications, WildBlue or our vendors in connection with the service. If we undertake any of these changes, we may, but are not required to, notify you by e-mail, online via one of more of the websites within the service or by other electronic notice. If you do not agree to such changes, then you must cancel your subscription and stop using the service prior to the effective date of such changes. Your use of the service after the effective date of such changes

or additions constitutes your acceptance of such changes. In addition, we may take any action consistent with our Acceptable Use and Fair Access Policies, including actions to (a) prevent bulk emailing from entering or leaving any e-mail account or the network e-mail system, (b) delete e-mail messages if your e-mail account has not been accessed by you within a time established by us from time to time, in our sole discretion, (c) instruct our system not to process e-mail or instant messages due to space limitations, (d) make available to third parties information relating to us or its subscribers, subject to our Subscriber Privacy Policy, (e) withdraw, change, suspend or discontinue any functionality or feature of the service, (f) delete attachments to e-mail due to potentially harmful materials included within such attachment, and (g) limit access to the service to prevent abusive consumption and ensure fair access for all subscribers.

Reselling the service or otherwise making the service available to anyone outside your residence (e.g. via Wi-Fi, or any other method), in whole or in part, directly or indirectly, or on a bundled or unbundled basis, is prohibited. The service is intended for personal and commercial use in a manner that is consistent with the terms of the customer agreement, the Acceptable Use Policy, Fair Access Policy or terms of any other applicable policy or plan, and you agree not to use the service for operation as an Internet service provider or for any prohibited business enterprise or purpose, or as an end-point on a non-WildBlue local area network (LAN) or wide area network. Other prohibited activities include connecting multiple computers behind the satellite modem to set up a LAN or running programs, equipment or servers from your residence that provide network content or any other services to anyone outside your premises. You are strictly prohibited from altering, modifying, or tampering with the WildBlue equipment, software or service or permitting any other person to do the same who is not authorized by WildBlue. You may not copy, distribute, sublicense, decompile or reverse engineer any of the software.

### ***Prohibited Uses and Activities***

Millry Communications' agreement with the customer prohibits service uses and activities that are illegal, infringe on the rights of others or interfere with or diminish the use and enjoyment of the service by others. Prohibited uses and activities include, but are not limited to, using the service, customer equipment or Millry Communications' equipment, either individually or in combination with one another, to:

### **Conduct and Information Restrictions**

- undertake or accomplish any unlawful purpose, including, but not limited to, posting, storing, transmitting or disseminating information, data or material that is libelous, obscene, unlawful, threatening or defamatory, or which infringes on the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense or otherwise violate any local, state or federal law, order, or regulation;
- post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be indecent, pornographic, harassing, threatening, hateful or intimidating;
- upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, software or other material obtained through the service or otherwise that is protected by copyright or other proprietary right, without obtaining permission of the owner, including, but not limited to, links to such material, serial or registration numbers for software programs or pirated copyrighted content, such as

authorized copies of music, video or other media files, whether through Internet Relay Chat or file sharing programs or services;

- transmit unsolicited bulk or commercial messages, commonly known as “spam”;
- send numerous copies of the same or substantially similar messages, empty messages or messages which contain no substantive content, or send very large messages or files that disrupt a server, account, newsgroup or chat service;
- initiate, perpetuate or in any way participate in any pyramid or other illegal scheme;
- participate in the collection of e-mail addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as “spidering” or “harvesting,” or participate in the use of software (including “spyware”) designed to facilitate this activity;
- collect responses from unsolicited bulk messages;
- falsify, alter or remove message headers;
- falsify references to Millry Communications or its network, by name or other identifier, in messages;
- impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity (for example, “phishing”);
- violate the rules, regulations, or policies applicable to any network, server, computer database, or Web site that you access.

### **Technical Restrictions**

Customers may not:

- attempt to interfere with or compromise the operation of Millry Communications' network in whole or part, to interfere with any of the equipment comprising the system, or to access other accounts or restricted areas of the system;
- access any other person's computer or computer system, network, software, or data without his or her knowledge and consent; breach the security of another user or system; or attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other hosts, networks, or accounts without express permission to do so;
- use or distribute tools or devices designed or used for compromising security, such as password guessing programs, decoders, password gatherers, unauthorized keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Unauthorized port scanning is strictly prohibited;
- copy, distribute, or sublicense any software provided in connection with the service by Millry Communications or any third party, except that you may make one copy of each software program for back-up purposes only;
- distribute programs that make unauthorized changes to software (“cracks”);
- use or run dedicated, stand-alone equipment or servers from the premises that provide network content or any other services to anyone outside of your premises local area network (“Premises LAN”), also commonly referred to as public services or servers. Examples of prohibited equipment and servers include, but are not limited to, e-mail, Web hosting, file sharing, and proxy services and servers;

- use or run programs from the premises that provide network content or any other services to anyone outside of your Premises LAN, except for personal and non-commercial residential use;
- service, alter, modify, or tamper with Millry Communications' equipment or service or permit any other person to do the same who is not authorized by Millry Communications.

## **Network and Usage Restrictions**

Customers shall not:

- restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the service, including, without limitation, posting or transmitting any information or software which contains a worm, virus, lock, key, bomb, cancelbot or other harmful feature, or generating levels of traffic sufficient to impede others' ability to use, send, or retrieve information;
- restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the service or any Millry Communications (or Millry Communications supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any Millry Communications (or Millry Communications supplier) facilities used to deliver the service;
- resell the service or otherwise make available to anyone outside the premises the ability to use the service (for example, through WiFi or other methods of networking), in whole or in part, directly or indirectly. The service is to be used for residential and small business purposes only. You agree not to use the service for operation as an Internet service provider or for any similar business purpose;
- connect the Millry Communications equipment to any computer outside of your premises;
- interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to "crash" a host;
- access and use the service with anything other than a dynamic Internet Protocol ("IP") address that adheres to the dynamic host configuration protocol ("DHCP"). You may not configure the service or any related equipment to access or use a static IP address or use any protocol other than DHCP, unless you are subject to a service plan that expressly permits you to do so.

Likewise, WildBlue's Acceptable Use Policy, as posted at [www.millrywb.net/AcceptableUseIntro.htm](http://www.millrywb.net/AcceptableUseIntro.htm), prohibits customer abuse or fraudulent use of its services.

Millry Communications is committed to complying with U.S. copyright and related laws and requires all customers and users of the service to comply with these laws. Accordingly, you may not store any material or content on, or disseminate any material or content over, the service (or any part of the service) in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by U.S. copyright law.

Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the “DMCA”) to report alleged infringements. It is Millry Communications’ policy, in accordance with the DMCA and other applicable laws, to reserve the right to terminate the service provided to any customer or user who is either found to infringe third party copyright or other intellectual property rights, including repeat infringers, or who Millry Communications, in its sole discretion, believes is infringing these rights. Millry Communications may terminate the service at any time with or without notice for any affected customer or user.

Copyright owners may report alleged infringements of their works that are stored on the service or on any personal web features by sending Millry Communications’ authorized agent a notification of claimed infringement that satisfies the requirements of the DMCA. Upon Millry Communications’ receipt of a satisfactory notice of claimed infringement for these works, Millry Communications will respond expeditiously to either directly or indirectly (i) remove the allegedly infringing work(s) stored on the service or the personal web features or (ii) disable access to the work(s). Millry Communications will also notify the affected customer or user of the service of the removal or disabling of access to the work(s).

All right, title and interest in the data made available to the customer on the Internet in all languages, formats and media throughout the world, including all copyrights therein, are and shall continue to be the exclusive property of Millry Communications and other providers and contributors of data.

### ***Redress Options***

Customers may contact Millry Communications via e-mail at [support@millry.net](mailto:support@millry.net) for technical support; e-mails are read every two hours. Technical support is available twenty-four hours a day, seven days a week by telephone via the numbers posted at [www.millry.net/dsl.htm](http://www.millry.net/dsl.htm). WildBlue technical support is also available twenty-four hours a day, seven days a week by calling 1-888-817-6882.

Millry Communications’ Customer Service is available to resolve customer complaints and questions by e-mail at [info@millry.net](mailto:info@millry.net); by mail at Millry Communications, P.O. Box 45, Millry, Alabama 36558; and by telephone during regular business hours at the following numbers:

Chatom, Deer Park and Fruitdale – 847-2232  
Gilbertown – 843-5500  
Frankville, Millry and Silas – 846-2911  
Out of area – 1-888-227-5710

In the event of any dispute, claim, question or disagreement arising from or relating to Millry Communications’ standard DSL terms and conditions, a breach thereof or the service, the customer and Millry Communications must first use their collective best efforts to settle the dispute, claim, question, or disagreement by consulting and negotiating with each other in good faith and, recognizing mutual interests, attempting to reach a just and equitable solution satisfactory to both parties. In the event that the dispute concerns the customer’s bill, the customer must bring his/her billing inquiry or dispute to the company’s attention, either in writing to Millry Communications, P.O. Box

45, Millry, AL 36558, or verbally, using the company's toll free number, 1-888-227-5710. If the customer and Millry Communications do not reach such solution within a period of sixty days, upon notice by either party or the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the AAA in accordance with the provisions of its Commercial Arbitration Rules or, as applicable, its CRD Rules.

#### **IV. Blocking**

Millry Communications is committed to providing high-quality Internet access services and being a responsible member of the Internet Community, including adhering to the "net neutrality" rules set forth by Federal Communications Commission (FCC). With regard to the above-referenced Internet access services, Millry Communications does not block lawful websites, applications, services or non-harmful devices, nor does it block applications that compete with Millry Communications' voice services.

#### **V. Discrimination**

Millry Communications does not unreasonably discriminate in transmitting lawful network traffic, including traffic provided by its subsidiaries or affiliates.