

# **FCC Network Management Disclosure**

OptiLink is committed to providing our Internet services as an open platform for innovation, investment, job creation, economic growth, competition, and free expression. We do not block any lawful content, applications, services, or your use of non-harmful devices, or discriminate in transmitting lawful network traffic except as reasonably necessary to manage our network effectively for the benefit of our customers as described below. The purpose of this disclosure is to make available information regarding our network management practices and the performance and commercial terms of our broadband Internet access services to enable you to make informed choices regarding the purchase and use of our services, in accordance with Part 8 of the Rules of the Federal Communications Commission (FCC). This summary disclosure is provided for your convenience and does not replace or alter the legal terms and conditions of service.

## **Network Management Practices**

In the interest of providing the best online experience possible for all OptiLink customers, OptiLink utilizes reasonable network management practices tailored to achieve legitimate network management purposes. It is essential that OptiLink reasonably manages its network to promote the use and enjoyment of the Internet by all of OptiLink's customers. By engaging in reasonable and responsible network management, OptiLink prevents its customers from being subjected to the negative effects of spam, viruses, security attacks, network congestion and other risks that threaten to degrade service. The network management practices employed by OptiLink are consistent with industry standards.

## **Congestion Management**

The bandwidth and network resources used to deliver our residential and business Internet services are shared among users. The FCC allows ISPs such as OptiLink to engage in "reasonable network management practices" to ensure that our customers enjoy a high quality online experience. The use of network management tools and techniques to conserve bandwidth may cause certain users of the residential and business Internet services to notice slower Internet performance from time to time, such as longer download and upload times or slower responses while surfing the Internet or playing games. Typically this will only occur for brief periods of time, if at all.

## **Usage Limits**

OptiLink does not currently employ any restrictions on the amount of data a user can download or upload to the Internet in any time frame. However, in the event that it is deemed necessary to do so to ensure high quality services to all users, OptiLink reserves the right to do this. In the event that OptiLink does decide to do this, all users will be notified in the announcement portion of their bills within no less than 30 days of implementation of any procedure employing this, and shall be given the option to change providers without any penalties.

## **Performance Characteristics**

The advertised speed of OptiLink's Internet service is the speed achievable per tier selected by the end user. While the maximum advertised speed is attainable for end users, several factors may affect the actual speed of OptiLink's Internet service offerings including, but not limited to: variances in network usage; the capabilities and capacities of the customer's computer and/or local area network devices such as wireless routers; latency; the performance of the content and application providers the consumer is accessing, such as a search engine or video streaming site; and performance characteristics of transmissions over portions of the Internet that are not subject to OptiLink's control.

## **Commercial Terms**

### **Pricing**

Please visit: <https://www.dutil.com/optilink-residential/> for residential rates and <https://www.dutil.com/optilink-business/> for business rates.

### **Early Termination Fees**

If a customer previously entered into a service agreement with OptiLink for broadband Internet access service for a defined service term, and the customer desires to terminate the service agreement prior to the expiration of that term, OptiLink may charge a reasonable early termination fee if such fee is clearly indicated in the service agreement. OptiLink presently has no early termination fee.

### **Contact Us**

If you have questions regarding OptiLink's Network Management Practices or would like to file a complaint with OptiLink, please contact us: <https://www.dutil.com/contact-optilink/>