

**BEE CREEK COMMUNICATIONS INC.**  
**Open Internet Transparency Policy**  
(October 15, 2021)

Bee Creek Communications Inc. (“Bee Creek,” “we,” “our,” or “us”) is committed to an open Internet and supports the following Net Neutrality principles:

- Transparency
- NO Blocking of Internet content, subject to reasonable network management as described below
- NO Throttling of Internet content, subject to reasonable network management as described below
- NO Unreasonable Discrimination, Interference or Disadvantage
- NO Paid Prioritization of Internet content
- Freedom of Customers to access lawful content
- Freedom of Customers to use non-harmful applications of their choice
- Freedom of Customers to attach non-harmful personal devices

This Open Internet Transparency Policy sets forth certain information regarding the policies and practices of Bee Creek and how we manage our network for broadband internet access service (the “Bee Creek Network”). This Open Internet Transparency Policy is a supplement to and is incorporated by reference in our Bee Creek’s Service Agreement/Terms of Service (“Service Agreement”) (available at: [www.beecreek.net](http://www.beecreek.net)). In the event of any inconsistency between this Open Internet Transparency Policy and the Service Agreement, this Open Internet Transparency Policy shall control.

Bee Creek’s broadband access service is primarily a fixed wireless service (“Service”). Generally, given the nature of fixed wireless services, certain circumstances may affect the speed and quality of the Service, including but not limited to foliage, line-of-sight obstructions, the distance between a Customer’s premises and the transmission point, as well as the Customer’s connection of multiple devices to the Bee Creek Network. Although we have engineered the Bee Creek Network to provide consistent high-speed data services, some network management for these scenarios is required, because very heavy data usage by even a few Customers at times and places of competing network demands can affect the technical performance of all Customers’ service.

Overall, Bee Creek does not unreasonably prohibit, interfere with or disadvantage a Customer’s ability to select, access, or use our broadband Internet service or the lawful content, applications, services, or devices of a Customer’s choice.

**I. NETWORK MANAGEMENT PRACTICES**

- A. Blocking: Other than reasonable network management practices disclosed below, we do not block or otherwise prevent a Customer from lawful content, applications,

services, or non-harmful devices.

- B. Throttling: Other than reasonable network management practices disclosed below, we do not throttle or otherwise degrade or impair access to lawful Internet traffic on the basis of content, application, services, user, or use of a non-harmful device.
- C. Affiliated Prioritization: We do not directly or indirectly favor some traffic over other traffic, including through use of techniques such as traffic shaping, prioritization, or resource reservation, to benefit any of our affiliates, defined as an entity that controls, is controlled by, or is under common control with Bee Creek.
- D. Paid Prioritization: We do not directly or indirectly favor some traffic over other traffic, including through use of techniques such as traffic shaping, prioritization, or resource reservation, in exchange for consideration, monetary or otherwise.
- E. Congestion Management: Our Service is provided on a “best efforts” basis and our congestion management practices are in place to ensure that all Customers experience as high quality a service under varying usage periods. Our typical frequency of congestion is estimated at 1%. Customers select how much high-speed data they receive under a designated Service plan; the specific Service plan is set forth in the Customer’s Contract. If a Customer exceeds his/her/its selected high-speed allotment during a service cycle, we may reduce the Customer’s data speed for the remainder of that service cycle so that other Customers are not affected by higher unauthorized traffic. We do not impose any additional usage limits for the Service. In a manner consistent with our Service Agreement and Privacy Policy, we may monitor network traffic to ensure capacity is sufficient to maintain an efficient network load, to perform diagnostics and to otherwise manage and enhance the Bee Creek Network for improved delivery to Customers. To help manage traffic on the Bee Creek Network, during times of high demand, we may allocate available bandwidth among Customers on an equal basis, by account level. In addition, as a reasonable network management practice we may schedule the traffic for certain applications, such as public safety and voice over Internet Protocol (“VoIP”), over other Internet traffic types to address the needs of emergency communications, law enforcement, or national security authorities.
- i. We may also use specific traffic shaping software in order to reduce congestion, boost latency, and maximize technical performance by controlling available bandwidth for certain kinds of Internet traffic.
  - ii. We may also conduct deep packet inspection (“DPI”), which is a type of filtering that will examine the data and/or header part of Internet traffic for viruses, spam, intrusions, or protocol non-compliance that may harm the Bee Creek Network; to determine the routing of Internet traffic; for internal statistical and performance purposes; for lawful intercept capabilities, and/or enforcement of our Service Agreement. We do not use DPI to conduct data mining for targeted marketing or advertising, nor for anti-competitive purposes.
  - iii. If we determine, in our sole and reasonable discretion, that the manner in which

a Customer is using the Service negatively impacts the technical capability of other Customers to receive the Services or the operations of the Bee Creek Network, we reserve the right to apply additional congestion management techniques.

H. Application-Specific Behavior: Subject to the qualification that Bee Creek may reasonably limit or rate-control specific or classes of applications, or other specific protocols or protocol ports as set forth below, Bee Creek generally treats all lawful applications identically. However, we reserve the right to block or limit access to any applications, ports or protocols that we determine, in our sole and reasonable discretion, may harm the Bee Creek Network or otherwise interfere with or impair the experience of other Customers on the Bee Creek Network.

I. Device Attachment Rules: Generally, you do not need approval to connect a third-party device to the Bee Creek Network. Bee Creek does not limit the types of devices that can be connected to the Bee Creek Network, provided they are used for lawful purposes and do not harm the Bee Creek Network, violate our Service Agreement, or harm other users of the Bee Creek Network. However, if we determine, in our sole and reasonable discretion, that the connection of a particular type of device to the Bee Creek Network negatively impacts other users or the Bee Creek Network such as causing interference or other technical problems, creating a security risk, or violating our Service Agreement we reserve the right to limit or restrict Customers' ability to connect any such device to the Bee Creek Network. If you need technical support services to assist you in the installation and configuration of third party devices, please contact us or visit [admin@beecreek.net](mailto:admin@beecreek.net). Depending on your level of Service and your Customer Contract, [here](#) may be an additional monthly fee for IT support services.

J. Security: We have taken reasonable physical, technical and administrative safeguards to protect the integrity and operations of the Bee Creek Network. We monitor the Bee Creek Network for security threats and may prohibit certain activity on the Bee Creek Network that we may deem, in our sole and reasonable discretion, poses a potential risk to the Bee Creek Network or to other Customers. Triggering conditions include but are not limited to denial of service activity, IP address or port scanning, excessive account login failures; or certain Internet addresses that are disruptive, malicious and typically persistent. If we notice excessive Customer connections, including but not limited to Wi-Fi connections, that are harmful or are commonly used to disrupt the normal use of the Bee Creek Network or use by other Customers, we will attempt to notify the Customer to work collaboratively to remedy the issue to the extent possible; however, we reserve the right as a reasonable network management practice to protect our Customer's security, without advance notice, to lock any Customer traffic, ports, protocols, devices, or applications (such as peer-to-peer applications that may carry malicious software or are known to disrupt the delivery of Internet services to other Customers) that we determine, in our sole and reasonable discretion, may cause harm to the Bee Creek Network or to other Customers due to unlawful activity, devices, or content.

## II. PERFORMANCE CHARACTERISTICS AND COMMERCIAL TERMS

Specific Service fees and rates for an individual Customer is set forth in the Customer Contract. Various information is also available on the Bee Creek Site.

A. Service Description and Pricing: Links to a current description of the categories of Internet access service offered to residential and business Customers are available here, including, expected and actual access speed, and the suitability of the service for real-time applications:

### RESIDENTIAL

- i. Basic - 3 Mbps, details available at [www.beecreek.net](http://www.beecreek.net)
- ii. Gold – 6 Mbps, details available at [www.beecreek.net](http://www.beecreek.net)
- iii. Platinum – 12 Mbps, details available at [www.beecreek.net](http://www.beecreek.net)
- iv. Extreme – 25 Mbps, details available at [www.beecreek.net](http://www.beecreek.net)
- v. Custom 50 – 50 Mbps, details available at [www.beecreek.net](http://www.beecreek.net)
- vi. Custom 100 – 100 Mbps, details available at [www.beecreek.net](http://www.beecreek.net)

### BUSINESS

- i. Basic - 3 Mbps, details available at [www.beecreek.net](http://www.beecreek.net)
- ii. Gold – 6 Mbps, details available at [www.beecreek.net](http://www.beecreek.net)
- iii. Platinum – 12 Mbps, details available at [www.beecreek.net](http://www.beecreek.net)
- iv. Extreme – 25 Mbps, details available at [www.beecreek.net](http://www.beecreek.net)
- v. Custom 50 – 50 Mbps, details available at [www.beecreek.net](http://www.beecreek.net)
- vi. Custom 100 – 100 Mbps, details available at [www.beecreek.net](http://www.beecreek.net)

B. Impact of Non-Broadband Internet Access Service Data Services (also known as “Specialized Services”): We do not offer data-related Specialized Services to Customers that will affect the last-mile capacity available for, and the performance of, our broadband Internet access Service offering or that harms the open Internet. However, depending on how many people are using the Services from a Customer’s premises, there may be a temporary slowing of Internet speed when using any of Bee Creek’s broadband services and a VoIP service and/or an Internet Protocol video offering (“IPTV”) at the same time.

C. Various Fees: We will assess the following fees for our Service, where applicable. Please see our Service Agreement and a Summary Page for pricing details.

- i. Standard Installation Fee:
- ii. Additional Installation Fees may include:
  - a. Connection cable/lines
  - b. Bee Creek Equipment

- c. Wiring
- d. Tree limb removal
- iii. Non-Returned Equipment Fee:
- iv. Late Fee:
- v. Early Termination Fee:
- vi. Service Reinstatement Fee:
- vii. Non-Payment/ACH Fee:

D. Fees for Additional Services: A current description of the fees for additional network-related services can be found at the links below:

- i. VOIP Phone Service. Information may be found at: <http://www.beecreek.net>

E. Network Speeds: Bee Creek offers a standard download speed to residential Customers ranging from 3 Mbps to 100 Mbps. The standard download speed for business Customers ranges from 3 Mbps to 100 Mbps. The Bee Creek Network is designed to support these speeds to help ensure that every Customer receives the speeds to which they have subscribed. Bee Creek however cannot guarantee speeds at all times, as there are many factors and conditions beyond Bee Creek's control that can affect Internet performance. Some of these external factors and conditions are:

- i. Performance of Customer computer and/or router
- ii. Type of connection to Customer's own equipment (i.e., Wi-Fi)
- iii. Congestion of websites and services on Internet
- iv. Website or service limiting speeds on the Internet
- v. Internet and equipment performance outside of the Bee Creek Network
- vi. Weather

The Bee Creek Services are advertised as "up to" certain speeds reflecting performance under ideal conditions. Without purchasing an expensive "dedicated" Internet connection, no Internet Service Provider can guarantee package speeds at all times.

F. Acceptable Use: All of Bee Creek's service offerings are subject to our acceptable use and prohibited use provisions throughout the Service Agreement, which we may from time to time revise. The Service Agreement is available here: <http://www.beecreek.net>. Privacy Policy: Bee Creek's current Privacy Policy is available here: <http://www.beecreek.net>. Redress Options: Bee Creek endeavors to respond to all Customer concerns and complaints in a timely and fair manner. We encourage Customers to contact us at [admin@beecreek.net](mailto:admin@beecreek.net) or U.S. postal mail to discuss any complaints or concerns as they arise. Our postal address is: P.O. Box 1757, Fredericksburg, Texas 78624.

### III. FCC REQUIREMENTS AND COMPLAINT PROCESS

The Federal Communications Commission (“FCC”) has adopted rules to preserve the Internet as an open platform (“Rules”). Information regarding these Rules is available on the FCC’s website at: <https://www.fcc.gov/restoring-internet-freedom>

If a Customer believes that we are not in compliance with the FCC’s rules, the Customer may file an informal complaint with the FCC. The FCC urges Customers to submit any complaints via its website at the following address: <https://consumercomplaints.fcc.gov/hc/en-us>.

#### **IV. ADDITIONAL DISCLAIMERS**

This Open Internet Transparency Policy does not affect, alter or otherwise supersede the legal status of cooperative efforts by Bee Creek that are designed to curtail copyright or trademark infringement in response to information provided by rights holders in a manner that is timely, effective, and accommodates the legitimate interests of the company, rights holders, our Customers and other end users. Furthermore, this Open Internet Transparency Policy does not prohibit us from making reasonable efforts to address the transfer of unlawful content or unlawful transfers of content. For additional information, please review the Service Agreement and Privacy Policy.

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