



DATA MANAGEMENT POLICY

E4 CONNECT, INC., an Oregon corporation (together with its affiliates and distribution partners, "Company"), has issued this DATA MANAGEMENT POLICY (the "Policy") to inform users of Company's broadband and telecommunication services (each, a "User," and in the plural, "Users") regarding Company's management of data transmitted through such services (the "Internet Service"). Company expressly reserves the right to modify this Policy at any time but will endeavor to provide prior notice of such modifications. In all events, however, Company will provide any prior notice required by applicable laws and/or regulations ("Laws"), and each modification to this Policy becomes effective when posted on Company's website unless otherwise designated.

1. MANAGEMENT OF NETWORK. Except as expressly provided otherwise in this Policy or prohibited by Laws, Company reserves the right to manage the Internet Service and Company's network enabling the Internet Service (the "Network") for the benefit of the greatest number of Users through reasonable data management practices tailored for such purpose and taking into account the particular architecture and technology of Network. Company expressly informs Users that such practices may affect the performance of the Internet Service and Users' access to Network.

1.1 Excessive Bandwidth Consumption. Network is designed for usage by a typical residential user; bandwidth is a limited, shared resource among Users and other customers of Company; and computer activity resulting in excessive or sustained bandwidth consumption may impair the functioning and usability of Network. In consequence, if Company, in its sole discretion, determines that a User is utilizing Network in a manner uncharacteristic of a typical residential user (e.g., providing network or hosting services or connecting commercial-oriented servers such as email servers, web servers, news feed servers, proxy servers, file servers, ftp servers, or game servers), Company is entitled to, among other things, require Users to upgrade their service level or pay additional fees in accordance with Company's then-current applicable rates and charges for such services.

1.2 Security. Without imposition of any obligation, Company reserves the right to manage the Internet Service to protect the security and integrity of Network by any lawful means, including blocking of viruses, malware, worms, spyware, distributed denial of service attacks, and other types of malicious code and software (collectively, "Malicious Code"). Company does not rely upon any automatic triggering conditions to block Malicious Code from Network or Users, but Company may cooperate with other service providers to identify and block Malicious Code (including distributed denial of service attacks). Company may also manage the Internet Service to comply with Laws, including to prevent copyright infringement and other unlawful activities as set forth in more detail in Company's Acceptable Use Policy and Privacy Policy.

2. RESTRICTED DATA MANAGEMENT PRACTICES. Notwithstanding Section 1 of this Policy, Company does not engage in any data management practices prohibited by Laws, including, without limitation, those set forth in this Section 2.

2.1 Blocking. Except for reasonable network management practices, Company does not block or prevent Users from, or interfere with Users, selecting, accessing, or using through Network lawful content, applications, services, or non-harmful devices.

2.2 Throttling. Except for reasonable network management practices, Company does not impair or degrade lawful internet traffic on the basis of: (i) internet content, application, or service; or (ii) use of a non-harmful device.

2.3 Prioritization for Compensation. Company does not engage in network management practices (including, without limitation, traffic shaping, prioritization, resource reservation, or other forms of preferential traffic management) that: (i) directly or indirectly favor some types of traffic over other types of traffic in exchange for remuneration, monetary or otherwise; or (ii) benefit an affiliate of Company.

2.4 Interference. Company does not unreasonably interfere with or disadvantage any person or entity that creates or provides: (i) lawful internet content, applications, or services; or (ii) a device used for accessing any lawful internet content, application, or service.

2.5 Congestion. Except as described in Section 1.1 of this Policy, Company does not engage in network management practices that block specific types of traffic or limit certain connections to reduce Network congestion.

2.6 Application-Specific Behavior. Company does not: (i) block or rate control specific protocols; (ii) modify protocol fields; or (iii) otherwise inhibit or favor certain applications or classes of applications.

2.7 Device Attachment Rules. Except as otherwise provided in Section 1.1 of this Policy and except for devices that interfere with, or result in harm to, Network as set forth in Company's standard terms and conditions posted to its website, Company does not restrict any type of device or require any special approval procedures for devices to connect to Network.