

AGILE NETWORK BUILDERS, LLC NETWORK TRANSPARENCY STATEMENT

Agile Networks Builders, LLC (“Agile Networks”, “Agile”, “We”, “Us”, “Our”) provides this Transparency Statement pursuant to the Federal Communications Commission’s (“FCC”) Restoring Internet Freedom Order.

Agile currently operates a hybrid fiber-wireless network in Ohio providing broadband service to both Service Level Agreement (“SLA”) end-users as well as Residential end-users which are typically offered best effort packages. Agile’s typical terms and conditions are available here:

- Agile’s standard SLA customer Master Service Agreement is located on our website as follows: <http://agilenetworks.com/master-service-agreement/>
- Agile’s typical Residential Service Order is available on our website as follows: <http://agilenetworks.com/residential-service-order/>
- Agile’s Terms of Use are available on our website as follows: <http://agilenetworks.com/terms-of-use/>

A. Network Transparency Disclosures

Agile uses industry standard tools processes to manage its network and deliver fast, secure and reliable broadband service. The following disclosures detail Agile’s network management practices:

1. **Blocking:** Agile does not block or discriminate against lawful content.
2. **Throttling:** Agile does not throttle, impair or degrade lawful Internet traffic.
3. **Affiliated Prioritization:** Agile does not prioritize Internet traffic.
4. **Paid Prioritization:** Agile does not engage in paid prioritization. We do not prioritize Internet for consideration to benefit particular: content, applications, services or devices.
5. **Congestion Management:** Agile monitors the connections on its network in the aggregate on a continuous basis utilizing a fully staffed 24/7 Network Operations Center (“NOC”) to determine the rate of utilization. As architected with redundant routing, Agile’s network does not typically suffer from congestion related issues. If congestion occurs on the network, Agile will take the appropriate steps to relieve congestion.

All Agile customers have access to all lawful services, applications and content online and, in the event of congestion, most Internet activities will be unaffected. Some customers, however, may experience longer download or upload times, or slower surf speeds on the web if congestion does occur on Agile’s network.

Customers using conduct that abuses or threatens the Agile network or which violates the company’s Terms of Use, Master Service Agreement, or Service

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Order will be asked to stop any such use immediately. A failure to respond or to cease any such conduct could result in service suspension or termination.

Agile also checks for abnormal traffic flows, network security breaches, malware, loss, and damage to the network. If a breach is detected or high-volume users are brought to light by complaint, Agile provides notification to the customer via email or phone. If a violation of Agile's policies has occurred and such violation is not remedied, Agile will seek to suspend or terminate that customer's service.

6. **Application-Specific Behavior:** Agile does not currently engage in any application-specific behaviors on its network. Customers may use any lawful applications with Agile.
7. **Device Attachment Rules:** Customers may attach devices of their choosing to their broadband connection. However, customers are responsible for ensuring that their equipment does not harm Agile's network or impair the service of other customers. Agile is not responsible for the functionality or compatibility of any equipment provided by its customers. Customers are responsible for securing their own equipment to prevent unauthorized access to Agile's broadband network by third parties and will be held responsible for the actions of such third parties who gain unauthorized access through unsecured customer equipment.
8. **Network Security:** Agile knows the importance of securing its network and customers from network threats and annoyances. The company promotes the security of its network and patrons by protections from such threats as spam, viruses, firewall issues, and phishing schemes.

Agile does not block any protocols, content or traffic for purposes of network management, but Agile may block or limit such traffic as spam, viruses, malware, or denial of service attacks to protect network integrity and the security of our customers if or when a threat becomes known to Agile.

B. Network Performance Characteristics

1. **Service Descriptions:** Agile provides internet service to its customers utilizing fixed wireless solutions, supported by a hybrid fiber-wireless backhaul.
2. **Network Performance:** Agile tests each service for actual and expected access speeds at the time of network installation to demonstrate that the service can support the speed(s) specified in the customer's Service Order. When necessary, Agile will dispatch repair technicians to customer sites to perform speed tests and/or to troubleshoot and resolve speed and application performance caused by Agile's network.

Agile measures availability, latency, and aggregate utilization on the network in order to monitor and meet all Service Level Agreements.

Agile makes every effort to support advertised speeds for its non-SLA customers; however, the bandwidth speed at which a particular distant website or other Internet resources may be downloaded, or the speed at which a customer's information may be

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uploaded to a distant website or Internet location, is affected by factors beyond Agile's control, including the speed of the connection from the distant web server to the Internet; congestion on intermediate networks; and/or limitations of a customer's computer equipment, including a wireless router. Additionally, customer service performance may be affected by the inside wiring at the customer premise. Customer computers and/or wireless or other networks in customer homes or offices may need an upgrade in order to take full advantage of the chosen Agile broadband plan.

In an effort to assure network reliability to our customers, Agile has installed specific network performance monitoring and troubleshooting tools across our network to provide our technicians with real-time access to network performance, enabling Agile to quickly react to and correct any network issues/outages.

3. **Impact of Non-BIAS Data Services:** Non-broadband Internet Access does not affect last mile transmission of broadband internet access for our customers, as Agile is not offering any non-BIAS data services at this time.
4. **Pricing:** Agile prices its residential and commercial broadband packages on an Individual Case Basis, based on the regional market and the specific needs of the potential customer. Agile provides a quote to prospective customers, including the appropriate Master Service Agreement or Service Order which will detail: early termination fees (if any) and additional network services and their associated fees.
5. **Privacy:** As a general practice, Agile does not store network traffic data nor provide such data to third parties. Network traffic data is used primarily for network management purposes. Customer data is maintained by Agile for the sole purpose of providing customer service and managing the Customer account. Customer data may be provided to third parties that may assist us with managing our daily operations, such as processing payments and providing general customer services. Please also see Terms of Use: <http://agilenetworks.com/terms-of-use/>
6. **Redress Options:** Agile maintains a 24/7 Customer Support NOC, which all customers can reach at 888.494.0549. NOC technicians will work with customers on the phone to understand and document any issue/complaint. Agile uses software tools to log and track customer complaints through the creation of a customer case/ticket. Case management is documented step-by-step until the customer complaint has been resolved, at which time the case is closed; however, the history of the case data remains securely stored for that customer for any future reference.