

In compliance with the Open Internet Order Transparency Rule Citizens Communication Corporation Broadband (C3bb), a City of Scottsburg utility provides current, future and potential customer the following information on our network, security and performance.

## **NETWORK PRACTICES:**

### **Unacceptable Activities:**

Customers connected to the C3bb network or using its services may not engage in any of the following:

- Hacking – to gain illegal or unauthorized access to a file or network
- Cracking – to make unauthorized use of a computer, especially to tamper with data or programs
- Flooding – to send TCP connections requests faster than a machine can process them
- DoS (Denial of Service) Attacks – an attack whose purpose isn't to break into a system, but instead to simply “deny” anybody else from using the system
- DDoS (Distributed Denial of Service) Attacks – the use of numerous computer, to carry out a DoS attack
- SPAM or UCE (Unsolicited Commercial Email), to send or create it.
- Spoofing – the creation of TCP/IP packets using somebody else's IP address
- P2P – a limit is set on the inbound and outbound traffic generated by Peer-to-Peer file-sharing applications.
- Any other activity which constitutes a violation of any applicable law or regulation or which would constitute a breach or violation of the terms of any agreement between C3bb and another party for dedicated internet access to serve customers.

Customers caught engaging in such behavior will be immediately terminated without refund and may be subject to criminal prosecution. C3bb will cooperate fully with all investigations by the appropriate legal authorities.

### **Copyright Violations**

The Digital Millennium Copyright Act (“DMCA”) sets forth the requirements for valid copyright infringement notification. If a copyright owner or a person authorized to act on

the copyright owner's behalf (the "Claimant") would like to notify C3bb of an infringement of their copyright, the DMCA requires:

1. Notification is sent to C3bb's designated agent. The following avenues are acceptable for this notification:
  - i. Email to [service@c3bb.com](mailto:service@c3bb.com)
  - ii. Mail or courier to C3bb Attention: Director of Operations, 2 East McClain Avenue, Scottsburg, IN 47170
2. The following information must be included in the notification:
  - i. A physical or electronic signature of the copyright owner or a person authorized to act on the copyright owner's behalf (the "Claimant")
  - ii. Identification of the copyrighted work(s) claimed to have been infringed
  - iii. Identification of the material claimed to infringe the copyright(s) and enough information for C3bb to locate it
  - iv. The Claimant's name, address and telephone number(s)
  - v. A statement that the Claimant has a good faith belief that use of the disputed material is not authorized by the copyright owner or his agent
  - vi. A statement, under penalty of perjury, that the information in the notification of copyright infringement is accurate and that the Claimant is authorized to act on behalf of the copyright owner

### **SPAM Policy**

C3bb does not practice or participate in SPAM of any sort. Offenders of SPAM will be notified in writing and/or phone by C3bb to cease and desist of such activities. Failure to comply will result in termination of mail services. C3bb does send an e-newsletter each month that can be opted out of via the instructions in the email. The e-newsletter is only sent to C3bb email account holders and those that have requested to receive the e-newsletter.

### **P2P/FileSharing Policy:**

It is the policy of C3bb that the C3bb's network connections may not be used to violate copyright laws. The unauthorized reproduction of copyrighted materials is a serious violation of C3bb's Internet Acceptable Use Policy and Rules, as well as the U.S. Copyright Laws, as discussed above.

File Sharing (P2P) programs include but are not limited to:

KaZaa  
iMesh  
Limewire  
Morpheus  
Gnutella  
E-Donkey  
Bit Torrent

This restriction is necessary to support the primary usage of the network: residential and enterprise computing. The data network must be available for C3bb's customers and staff to use and for essential daily operations

If an artist, author, publisher, the Recording Industry Association of America (RIAA), the Motion Picture Association of America (MPAA), or a law enforcement agency notifies C3bb that a customer is violating copyright laws, C3bb will provide to the relevant officers information in the form of Internet Protocol (IP) address information and any other information from logs to assist in the investigation of the complaint. In some cases, violations of this policy can result in suspension or revocation of network access privileges without refund of network access fees and/or civil or criminal prosecution under state and federal statutes.

**PERFORMANCE CHARACTERISTICS:**

Wireless service, expected speeds should be 80-100% of service level, and actual depends on variables based upon current traffic volumes, outside interference, and / or weather changes that may affect wireless transmissions.

**COMMERCIAL TERMS:**

**Pricing:**

In accordance to Ordinance # 2010-8 the City of Scottsburg / Citizens Communications Corp Broadband adopted the following in regards to pricing.

**AN ORDINANCE TO ESTABLISH RATES FOR CITIZENS COMMUNICATIONS CORPORATION WIRELESS BROADBAND SERVICE.**

**WHEREAS**, the City of Scottsburg offers wireless broadband internet service through the Citizens Communication Corporation; and

**WHEREAS**, the City desires to establish rates for service provided by Citizens Communications Corporation

**NOW, THEREFORE, BE IT HEREBY ORDAINED** by the Common Council of the City of Scottsburg that rates and charges and terms of service for wireless broadband internet service provided by the City of Scottsburg through Citizens Communications Corporation shall be as follows:

1. Residential Accounts

Includes up to three e-mail addresses  
\$25 deposit on equipment  
\$25 install fee

2. Business Accounts

Includes up to ten e-mail addresses  
\$25 deposit on equipment  
\$75 install fee

3. Small Business Accounts

Includes up to three e-mail addresses  
\$25 deposit on equipment  
\$75 install fee

4. Installation charges shall apply if the customer requires a C3bb employee or employees to program equipment, tune-in the antenna, or route or re-route cable for the broadband service.
5. Payment of the deposit and installation fee and first month service fee must be paid in full before the start of any new service. A customer may not establish a new broadband service if there is any delinquent utility service account owing to the City of Scottsburg until all delinquent account balances are paid in full.

6. Network Systems Rates

The rate for closed network systems shall be computed as (number of radios x \$150.00 plus \$100 per Mbps of bandwidth per month).

The education rate for closed network system shall be computed as (number of radios x \$50.00 plus \$100.00 per Mbps of bandwidth per month).

7. Small Business Rate

The Small Business Rate is valid only if they account as a limit of 300 Meg. transfer per month. If transfers will exceed this amount, the account does not qualify as a small business account, and the account will be established and billed as a standard business rate account.

8. Pole Setting Costs and Travel Charges and Payment Options

As a part of installation of service involving the setting of poles, customers will be charged \$1.00 per mile for travel to and from the pole installation site for all mileage in excess of the first twenty-four (24) miles of the roundtrip to and from the site. Mileage

shall be defined as road miles and measured from the Scottsburg City Hall to the installation site and return from the installation site to the Scottsburg City Hall. If poles must be set as a part of a service installation, the cost of the pole will be charged to the customer. The cost to the customer shall be \$50.00, plus the cost to the City of purchasing the pole.

If the customer does not pay the entire pole cost at time of installation, the customer shall sign an agreement to pay \$25.00 per month toward the cost of the pole until the cost is paid in full.

The customer shall pay a \$50.00 deposit on the pole at the time service is ordered and before installation. The monthly charge is considered a rental fee until the complete cost of the pole is paid. If payment is not made by the customer as scheduled, the pole may be removed from the installation site and none of the deposit or rental payments shall be refunded to the customer.

The mileage fee and cost of pole installation and manner of payment may be adjusted from time to time as deemed necessary by the Wireless Utility Board and the City Council.

9. Billing

Billings for monthly services shall be sent to the customers on or about the 1<sup>st</sup> day of each month with payments due by the 15<sup>th</sup> of each month. If payment is not made by the 25<sup>th</sup> of the month, the service may be disconnected and terminated. If service is terminated because of failure to pay monthly service charges, service shall not be again activated for the same customer at any location until all past service charges are paid in full.

10. Termination of Service

After service is terminated, either voluntarily or involuntarily, the customer must return all C3bb equipment to City Hall, 2 East McClain Avenue, Scottsburg, Indiana 47170 within 30 days of termination. If the customer fails to return C3bb equipment within such thirty-day period of time, the customer shall be responsible for replacement cost of the equipment. This additional charge shall be immediately due and payable.

11. Rates for Service

The following rates shall apply to broadband service through Citizens Communication Corporation:

SERVICE	NON-UTILITY RESIDENTIAL MONTHLY	NON-UTILITY CONTRACT RES	UTILITY RES BUNDLED	NON-UTILITY BUSINESS MONTHLY	NON-UTILITY CONTRACT BUS	UTILITY BUS BUNDLED
512 kbps	\$35.00	\$31.50 per month (\$378.00 yr)	\$25.00	\$100.00	\$90.00 per month (\$1080.00 yr)	\$70.00

768 kbps	\$50.00	\$45.00 per month (\$540.00 yr)	\$35.00	\$125.00	\$112.50 per month (\$1,350.00 yr)	\$100.00
1.0 Mbps	\$70.00	\$63.00 per month (\$756.00 yr)	\$50.00	\$150.00	\$135.00 per month (\$1620.00 yr)	\$125.00
1.5 Mbps (VL)*	\$80.00	\$72.00 per month (\$864.00 yr)	\$60.00	\$200.00	\$180.00 per month (\$2,160.00 yr)	\$150.00
2.0 Mbps (VL)*	\$90.00	\$81.00 per month (\$972.00 yr)	\$70.00	\$250.00	\$225.00 per month (\$2,700.00 yr)	\$200.00
3.0 Mbps (VL)*	\$100.00	\$90.00 per month (\$1,080.00 yr)	\$80.00	\$350.00	\$315.00 per month (\$3,780.00 yr)	\$300.00
> 3.0 Mbps (VL)*	n/a	n/a	n/a	Based on availability	Based on availability	Based on availability

SERVICE	NON-UTILITY SMALL BUSINESS MONTHLY	NON-UTILITY CONTRACT SMALL BUSINESS	UTILITY SMALL BUSINESS BUNDLED
512 kbps	\$50.00	\$45.00 per month (\$540.00 yr)	\$40.00
1.0 Mbps	\$100.00	\$90.00 per month (\$1,080.00 yr)	\$70.00

\* Higher services speeds may not be available in all areas.

Additional bandwidth needs will be priced at \$100.00 per additional Mbps over two Mbps. Any request for an upgrade over two Mbps requires consultation with the Citizens Communications Corporation Network Administrator in order to determine network capabilities.

Bundled rates are available only to customers with existing City of Scottsburg utility accounts. All other rates shall apply to broadband customers who are not customers of another City of Scottsburg utility. The location of the broadband service must have a City of Scottsburg utility service at the same location to qualify for the bundled rate. Having an existing broadband account is not considered another utility service. The other utility service with the City of Scottsburg must be through the electric, water or sewer departments.

## 12. Contract Option

Broadband services provided by Citizens Communications Corporation will be offered month-to-month OR with a contract to customers who do not have a service through another City of Scottsburg utility. Contract terms are as follows:

1. One year of service paid in full at the inception of service
2. Signed and dated contract
3. After the initial contract obligation is met, the customer may sign another contract for one- year of service paid in full. If the customer does not sign an additional one-year contract, service will default to month-to-month service rates, as set forth herein.
4. There is no additional disconnect fee if contractual terms are met.
5. If the customer cancels service during the contracted term, no part of the one-year pre-paid service will be refunded or applied to a new account.
6. A customer may not enter into a one-year contract agreement if there is an outstanding balance owing to the City of Scottsburg on another utility account.
7. Other terms of service and pole installation charges shall be the same as established for month-to-month ratepayers.

## 13. Repeal of Prior Rate Ordinances and the Effective Date of New Rates and Charges

Ordinance number 2008-7 and all prior rate ordinances that are in conflict herewith are hereby repealed and replaced in their entirety by this ordinance. The rate and charges established herein shall be effective September 1, 2010 and shall be reflected on the September 1, 2010 billing to customers.

This Ordinance shall be in effect upon its adoption and approval by the Mayor.

This ends the ordinance 2010-8.

**Privacy Policies:** We do not inspect any network traffic packets.

### **Redress Options:**

C3bb handles all questions and complaints in-house via phone or in person.

C3bb employees handle technical support calls seven days a week 8 a.m. to 11 p.m. by calling 812-752-7204 extension 3. Calls taken from 11 p.m. to 8 a.m. will go to voicemail and will be returned the next day by a C3bb employee.

The Technical Support Department of C3bb is available to assist customers with the technical aspects of getting connected to and using the Internet. Technical support is available at no charge to C3bb customers with an account and if the problem relates to Internet service not working with our equipment (radio, router, antenna). C3bb does not support external equipment that may be causing problems with connectivity such as network cards, wireless routers, wireless access points just to name a few. If technician

comes to the location of service and the problem is not on C3bb's side, there is a charge of \$29.50 per hour, with a minimum of one hour including driving time. This is invoiced and due within 30 days to avoid service being disconnected. If technical support is used it needs to be tested using a computer that is hard wired. Any problems regarding wireless connections, networking or running cable to multiple computers is NOT C3bb's responsibility; there are other companies that specialize in these areas of work. Additional charges may apply if fixing the problem requires extra equipment and/or materials.

**The following Operating Systems are supported by C3bb:**

Windows 98, NT, ME, 2000, XP, Vista, 7

Macintosh OS 9 and up

**The following email software is supported by C3bb:** (note: this is possibly not an exhausted list as there are several email software programs available)

Outlook

Outlook Express

Netscape Mail

Mozilla Mail

Mozilla Thunderbird

Google Mail

C3bb Web Mail (Web mail is limited in functionality and therefore is not to be used as the primary means of email.)

**The following Services are covered by this policy and rules:**

**I. Connectivity**

Connectivity items covered by this policy include:

- Creating an Internet connection
- Installing and setting TCP/IP attributes
- Network protocols

Technicians will assist customers in configuring their computers to connect to the Internet via C3bb. Customers are responsible to ensure that their computer has the necessary hardware and software in good working order to use the Internet. This also includes that each customer have an updated Anti-Virus and Spyware program loaded onto their computer.

**I. Browsing the Internet**

All major Internet browser software is supported for general configuration and operation, including homepage setting, proxy configuration, and security settings. If the software does not operate as designed, the customer will be advised to:

- Reinstall the software
- Contact the support services of the software product.

**II. Email**

The supported email software is supported for general configuration and operation, including server settings and basic email functionality. If the software does not operate as designed, the customer will be advised to:

- Confirm the POP3 and SMTP information is correct, and that the username and password are correct.
- Re-install the software
- Contact the support service of the software product

**The following Services are excluded by this policy:**

Due to the nature of computers, networks, telecommunications and the popularity of the Internet today, some issues may be deemed to be outside C3bb's control and are not covered by this policy. These include, but are not limited to: hardware failure and software failure.

**I. Diagnosing Customer PC Failures**

Diagnosis of a computer issues over the telephone is limited and based on the information returned from the customer, if at any time in the process it seems apparent that the customer's computer has either a hardware or software issue, the client will be informed and advised to take their computer to a local computer technician for a thorough analysis and servicing. This includes failure of any hardware on the customer's system and the failure of the operating system to operate correctly.

**II. Tutorials**

This technical support policy does not cover training customers on how to use the Internet. Customers are expected to have basic knowledge of the Internet.

**III. Third Party Software**

Third party software is not supported by C3bb's free technical support. Correct installation and configuration of any installed software remains the responsibility of the customer and the software provider.

If a connectivity, browsing, or email issue is deemed to be affected by third party software, the customer will be advised to contact the software manufacturer for assistance.

This includes but is not limited to:

- Antivirus programs
- Download accelerators
- Firewalls
- Web Design programs
- Games
- Software and programs downloaded from the Internet
- Operating System issues

- Any non-Internet software
- Any MS Office feature (apart from the email features of Outlook)
- Internet Explorer Content Advisor password issues

#### IV. **Viruses**

C3bb requires all customers to protect themselves from contracting and spreading computer viruses by:

- a. Obtaining an antivirus program
- b. Keep the antivirus files up to date
- c. Exercise caution whenever opening an email attachment

Virus recovery is not covered by C3bb's technical support and customers contacting C3bb after they acquire a virus will be advised of how they can obtain an antivirus program. Any user found to have a virus on C3bb's network will be subject to immediate cessation of service. Customer will be notified of the cessation of service with any suggestions C3bb may have to correct the condition. A customer shall not be entitled to any credit or refund of service charges for any period of cessation of service which arises from any virus acquired by customer's use of service and rules.

#### **Network Performance:**

Wireless service, expected speeds should be 80-100% of service level, and actual depends on variables based upon current traffic volumes, outside interference, and / or weather changes that may affect wireless transmissions. Roundtrip latency averages from 20ms to 50ms but can vary based upon previous variables.

#### **Security Measures:**

C3bb recommends that end users have a router/firewall in place for their personal security.