
ACCESS SERVICE

17. Advanced Data Applications

17.1 Reserved for Future Use

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* Terms and Conditions for Frame Relay Service can now be found in the Interstate Service Guide and Pricelist.

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(This page filed under Transmittal No. 93)
Vice President, Government and Regulatory Affairs
180 S. Clinton Ave., Rochester, NY 14646

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17. Advanced Data Applications (Cont'd)17.2 Dial Internet Aggregation Access Service (DIAAS)*17.2.1 Service Description

Dial Internet Aggregation Access Service (DIAAS) provides analog and ISDN dial-up channels which enable the customer to collect, concentrate and transport traffic from end users to customer designated locations.

IP (Internet Protocol) addressing and authentication is the responsibility of the customer. DIAAS does not include the end user access service.

DIAAS will utilize TCP/IP protocols based on Internet Engineering Task Force (IETF) standards. IETF is the engineering arm of the Internet Architecture Board (IAB). IETF defines protocol standards for Internet services. This tariff supports the following standards:

| | |
|-------|-------------------------------|
| IP | Internet Protocol |
| TCP | Transmission Control Protocol |
| SLIP | Serial Line IP |
| CSLIP | Compressed Serial Line IP |
| PPP | Point to Point Protocol |
| HSSI | High Speed Serial Interface |

DIAAS is available where facilities and conditions permit.

17.2.2 Obligations of the Telephone Company

The Telephone Company has the service responsibility up to and including the network interface. Special Access Lines and Special Transport beyond the DIAAS service are available from Section 7 of this tariff.

The Telephone Company will notify the customer of the completion and readiness of the requested DIAAS site.

* DIAAS is a grandfathered service available to UUNet only.

ACCESS SERVICE

17. Advanced Data Applications (Cont'd)17.2 Dial Internet Aggregation Access Service (DIAAS) (Cont'd)17.2.3 Obligations of the Customer

- (A) The customer is responsible for obtaining an appropriate IP address.
- (B) The customer's equipment must be compatible with the Telephone Company's equipment.
- (C) The customer shall furnish information as may be required by the Telephone Company to design and maintain the service and to assure that the service arrangement is in compliance with the regulations contained herein.
- (D) The customer's equipment must be in compliance with FCC rules and regulations.
- (E) The customer must maintain software configuration, software management, and authentication control.
- (F) The customer must order service in increments of DS1 (24 channels) or DS3 (28 DS1s or 672 channels). Purchase of individual channels is not permitted, except by mutual agreement between the Telephone Company and the customer.

17.2.4 Rate Regulations(A) Minimum Period

The minimum service period is four years for initial enrollment with two options for extension during the total time of subscription. Billing will commence on the date customer acceptance has been completed or on the 60th calendar day following the date of the Telephone Company's notification to the customer of site completion, whichever is sooner.

ACCESS SERVICE

17. Advanced Data Applications (Cont'd)17.2 Dial Internet Aggregation Access Service (DIAAS) (Cont'd)17.2.4 Rate Regulations (Cont'd)(B) Rate Application

- (1) Rates will be applied on a monthly basis per combined analog or ISDN dial-up channels based upon the total number of billed channels nationwide. The term nationwide is defined as the aggregate of billed channels for all telephone companies providing service under this tariff. A dial up channel is defined as an individual circuit from the central office circuit switch to the modem pool.

In the 4 year rate plan for modem based dial up TCP/IP, the minimum will be: 1,000 channels or more on a nationwide basis.

- (2) The total number of analog and ISDN DIAAS channels will determine the rate for all dial-up channels at each central office. In those cases where customer orders are awaiting site completion beyond 30 days after ASRs have been verified by the Telephone Company to be provisionable, the rate tier will be determined based upon the total channels billed. Once site completion occurs, 17.2.4(A) is applicable.
- (3) Shared use (ratcheting) is not permitted.

(C) Term of Commitment

The service is initially offered as a minimum four year commitment period.

(D) Commitment Levels

An implementation period not to exceed six months for the 4 year rate plan will be negotiated between the Telephone Company and the customer. During implementation, the applicable rate will be determined by the total number of modem channels or dedicated ports in service. However, under the 4 year rate plan for DIAAS, if the total number of dial-up channels during implementation drops below 1,000, the rate for 100-999 channels will apply. The commitment level will apply to TCP/IP total dial-up channels.

ACCESS SERVICE

17. Advanced Data Applications (Cont'd)17.2 Dial Internet Aggregation Access Service (DIAAS) (Cont'd)17.2.4 Rate Regulations (Cont'd)(E) Changes to Commitment Level

Once activated, the total nationwide quantity of analog and ISDN channels must remain in service for the remainder of the commitment period. An allowance of a 2% decrease to the combined in service quantities of analog and ISDN channels (quantified at each quarterly review) will be permitted. Penalties for not meeting the commitment level are set forth under 17.2.4(H)

(F) Service Enrollment

When the customer elects to enroll in DIAAS, he/she must specify in writing, the enrollment date (which will be the anniversary date). The specified enrollment date must be within 120 days from receipt of the written enrollment request. The customer must also specify the central offices to be included. By the enrollment date, ASRs must be issued to provide the appropriate amount of TCP/IP Channels to fall within the commitment range specified in 17.2.4(A). Subsequent to enrollment growth, ASR orders require a 24 channel analog or 23 ISDN minimum.

(G) Quarterly Review

Each customer's service commitment will be reviewed quarterly beginning at the first enrollment anniversary. The customer will be notified in writing as to the status of the commitment requirements. This notification will inform the customer of any shortfall in the channel quantity level. At anytime the quantity of channels drops below 1,000, or the commitment level less 2%, whichever is greater, the rate for all channels will change to the 100-999 channel rate until the quantity increases to above 1,000 or the commitment level less 2%, whichever is greater.

(H) Penalties for Failing to Obtain the First Six Month Commitment Level

At the second quarterly review, if the number of DIAAS channels is less than the acceptable commitment range, the following penalty charges will apply, based on the difference between the commitment level less 2% and the actual number of channels. Channel quantity shortfalls of in-service units below the minimum commitment level will incur a liability charge of 50% of the 100-999 channel rate per month, until the enrollment commitment is obtained.

ACCESS SERVICE

17. Advanced Data Applications (Cont'd)17.2 Dial Internet Aggregation Access Service (DIAAS) (Cont'd)17.2.4 Rate Regulations (Cont'd)(I) Service Availability

During the four year subscription period commencing at the enrollment date, the Telephone Company objective level of service availability will be 95% of the monthly hours of operation for each central office. Should the service availability actually be less than 95% of monthly hours for the average channel of a central office (e.g., 30 days x 24 hrs. x .95 = 684 hrs.), the customer may terminate subscription for that central office without any termination liability.

(J) Renewal Options

At the expiration of the term, the customer may select an additional four year commitment, or convert to a month to month basis. If the customer fails to make a selection, the Telephone Company will notify the customer and continue with an additional month of billing. If the customer does not select a new term agreement within 30 days from the expiration date, billing will automatically continue on a month to month basis.*

To cancel the agreement after the initial 4 year term, the customer must provide written notification to the Telephone Company that this service will be terminated.

(K) Termination With Liability

Once the Initial channel level commitment is met, a reduction of nationwide channel quantities from the installed base (determined at each quarterly review) will incur a termination liability of 50% of the remaining monthly payment to the end of the subscribed period.

Modem services which are discontinued are not held in reserve for customer use at the time of disconnection.

(L) Termination Without Liability

During the customer's subscription period, should the monthly rate for a customer's DIAAS service increase due to Telephone Company action, the customer may at his/her option, terminate the subscription without penalty or liability.

* Rates for a four year commitment and for month to month can be found in Section 20.4.13.