



altafiber 2020 Dedicated Fuse Internet Access Instruction Manual

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Alta fiber 2020 Dedicated Fuse Internet Access



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Definitions

1. Dedicated FUSE Internet Access – Defined as the engineering, configuration, installation, maintenance and repair services provided by Alta fiber to Customer necessary to interconnect Customer's network to the Dedicated FUSE Internet Access network for passage to the Internet for data transmission.
2. Internet – Defined as a Network of Global Computers as defined in 1996 running on Transmission Control Protocol (TCP), on top of Internet Protocol Version Four (IPv4).
3. Demarcation Point – Defined as the point of physical separation of Alta fiber's network, and associated responsibilities, from Customer's network and associated responsibilities. The location of the Demarcation Point shall be the physical interface for Dedicated FUSE Internet Access service presented by Alta fiber to Customer.

Services and Rates

1. Dedicated FUSE Internet Access service will be provided as specified on the attached Services Agreement.
2. If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to Dedicated FUSE Internet Access service prior to completion thereof, Customer will reimburse Alta fiber for the actual expenses incurred by Alta fiber in connection with such modification prior to Alta fiber's receipt of notice of cancellation; provided, however, the amount of such reimbursement will not exceed the service, construction, installation, termination and other charges for which Customer would have otherwise been responsible.
3. Customer will be responsible for all taxes, surcharges, assessments or other charges (excluding taxes based on Alta fiber's net income) imposed upon or relating to the provision or use of the Dedicated FUSE Internet service.
4. Any other regulated services not listed herein which are provided by Alta fiber to Customer, shall be governed by the rates, terms, and conditions of the appropriate tariff / service agreement. Alta fiber shall comply with all applicable laws, rules, regulations, ordinances, and codes (collectively, "Legal Requirements") in connection with the provision of the Dedicated FUSE Internet Access service.

Provision of Dedicated Fuse Internet Access

1. Alta fiber will provide Dedicated FUSE Internet Access service as specified on the Services Agreement sheet. Other "optional" features relating to Dedicated FUSE Internet Access service are also available to Customer if requested and agreed upon by both Parties.

2. Subject to Section 5, below, Alta fiber's provision of Dedicated FUSE Internet Access service will include the maintenance and repair required to maintain the Dedicated FUSE Internet Access service in proper working order on Alta fiber's side of the Demarcation Point.
3. Dedicated FUSE Internet Access service will be available twenty-four (24) hours per day, seven (7) days per week, except as required to update, enhance, maintain and/or repair Dedicated FUSE Internet Access service. Alta fiber reserves the right to perform these tasks, as needed, during the off-peak hours; normally on Sundays from 12:00 a.m. to 6:00 a.m. Downtime due to scheduled maintenance is not subject to the Repair and Response policies in Section 5. If maintenance affects Customer, Alta fiber will use reasonable efforts to notify Customer in advance.
4. If a major outage to Alta fiber's network occurs, including Dedicated FUSE Internet Access service, Alta fiber will use commercially reasonable efforts to restore Dedicated FUSE Internet Access service as soon as reasonably possible, subject to any federal or state laws or regulations that may specify priority for restoration of telephone service, including without limitation, the National Security Emergency Preparedness Telecommunications Service Priority System.
5. Alta fiber will furnish Customer with a telephone number that Customer will use to report any trouble with Dedicated FUSE Internet Access service (1-800-FUSENET (387-3638), Option 4).
6. Alta fiber will assign to Customer one (1) usable Internet Protocol (IP) address for Dedicated FUSE Internet Access service. Customer may request additional IP addresses by completing and submitting Alta fiber's IP Justification Form. Alta fiber does not guarantee additional IP Addresses will be provided and reserves the right to deny any request for additional IP addresses.
7. Unless otherwise agreed in writing, Alta fiber will provide Dedicated FUSE Internet Access service for TCP/IP based communication protocols for transmission across the Internet only.
8. The electrical signals of Dedicated FUSE Internet Access will operate in compliance with the following American National Standard Institute ("ANSI") or IEEE standards for Ethernet LANs operating at a Native Mode of 10/100 Mbps, IEEE Standard 802.3 (Carrier Sense Multiple Access with Collision Detection (CSMA/CD) Access Method and Physical Layer Specifications).

Customer's Obligations

1. Customer acknowledges billing for Dedicated FUSE Internet Access service will commence when Alta fiber's transport facility is provisioned.
2. Customer will furnish, at its expense, such space, electrical power and environmental conditioning at Customer's premises as Alta fiber may reasonably require in connection with performing its obligations hereunder. Customer will permit Alta fiber reasonable access to Customer's premises, in accordance with Customer's normal security procedures, in connection with providing service hereunder.
3. Customer will provide, install and maintain, at its expense, all equipment and facilities necessary for LAN interconnection on the Customer's side of the Demarcation Point. Customer shall be responsible for insuring that the operating characteristics of such equipment and facilities are compatible with Alta fiber's Dedicated FUSE Internet Access service and conform to the Technical Reference Specifications furnished by Alta fiber to Customer in connection with this Agreement.
4. Customer will cause its electrical signals at the Demarcation Point to conform to the applicable ANSI or IEEE standards set forth in Section 4 above. Customer shall furnish any additional equipment or facilities necessary to comply with such standards at their expense.
5. Without the prior written consent of Alta fiber, Customer will not access, or attempt to access, any equipment or

facilities furnished by Alta fiber in connection with this Agreement. Customer agrees to use Internet access only for lawful purposes. Any content that Alta fiber in its sole discretion considers being obscene, lewd, lascivious, filthy, excessively violent, harassing, harmful, offensive or otherwise objectionable shall entitle Alta fiber to immediately terminate service without notice. Similarly, conduct by Customer that in Alta fiber's sole discretion restricts or inhibits any other Internet Service Provider, subscriber, person or entity from using or enjoying FUSE or another service will not be permitted and shall entitle Alta fiber to immediately terminate service without notice. Examples of such conduct include, but are not limited to, sending of Unsolicited Commercial Email (UCE), Unsolicited Bulk Email (UBE) or "SPAM", Commercial advertisements in FUSENET News groups not intended for that purpose, attempts to access remote computing systems without permission, port scanning and any attempts to subvert any network security measures of FUSE or any other network. Customer will indemnify and hold harmless Alta fiber, its officers, directors, employees and agents, from and against any loss or expense, of whatever nature, arising out of any unauthorized access to any equipment or facilities furnished by Alta fiber in connection with this Agreement.

6. Prior to requesting repair service from Alta fiber, Customer will use its best efforts, including but not limited to performing reasonable diagnostic tests, to verify whether any trouble with the Dedicated FUSE Internet Access service is a result of the Customer's equipment or facilities. Customer shall be responsible for any such trouble resulting from the Customer's equipment or facilities. Customer will cooperate with any joint testing of Dedicated FUSE Internet Access reasonably requested by Alta fiber.

Procedures Regarding Third Party Complaints

1. procedures Regarding Third Party Complaints.

If Alta fiber receives a complaint that any content provided by Customer through the use of Dedicated FUSE Internet Access service, or provided by any party using Customer's account as permitted by this contract, infringes any copyright, trademark, service mark, or other intellectual property right of any third party; or constitutes fraud, false advertising, or misrepresentation; or constitutes libel, slander, or invasion of the right of privacy or publicity of any third party; or otherwise violates the terms of this contract; Alta fiber reserves the right to take appropriate action including, without limitation, (i) taking down the offending material in compliance with the Digital Millennium Copyright Act, 17 U.S.C. § 512, (ii) removing or disabling Customer's access to the Dedicated FUSE Internet Access service, and/or (iii) terminating Customer's Subscription, with or without prior notice to Customer.

Title to Equipment and Facilities

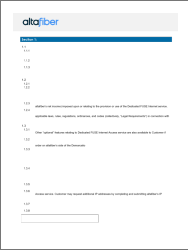
1. All equipment and facilities used by Alta fiber in providing Dedicated FUSE Internet Access service hereunder will remain the sole property of Alta fiber, whether or not attached to or embedded in realty, unless otherwise agreed to in writing by the Parties with respect to specific equipment.
2. Upon disconnection of Dedicated FUSE Internet Access service, Customer agrees to allow Alta fiber reasonable access to its facility in order to recover Alta fiber-owned, customer edge equipment within thirty (30) days of the disconnection date. In the event Customer does not allow Alta fiber reasonable access to its facility within thirty (30) days of the disconnection date, Customer agrees to pay an "unclaimed equipment fee" equal to the amount of Alta fiber's actual cost incurred for the customer edge equipment. The actual cost for the service access switch model D fee is \$1,000. The actual cost for the service access switch model T fee is \$5,000.

Terminations Charges

1. If Customer terminates Dedicated FUSE Internet Access service for convenience or for reasons other than Alta fiber’s breach of this Agreement prior to the expiration of the then-current Term, the Customer will pay a termination charge equal to all remaining amounts due or to become due, including but not limited to all monthly charges for which Customer would have been responsible if the Customer had not terminated prior to the expiration of the then-current Term. All terminations in Dedicated FUSE Internet Access service will result in IP addresses assigned to customers by Dedicated FUSE Internet Access service reverting back to Dedicated FUSE Internet Access.
2. If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to Dedicated FUSE Internet Access service prior to completion thereof, Customer will reimburse Alta fiber for the actual expenses incurred by Alta fiber in connection with such modification prior to Alta fiber’s receipt of notice of cancellation; provided, however, the amount of such reimbursement will not exceed the service, construction, installation, termination and other charges for which Customer would have otherwise been responsible.
3. If nonrecurring charges associated with the installation of Dedicated FUSE Internet Access service are waived and the Dedicated FUSE Internet Access service is then terminated prior to the expiration of the Initial Term, the Customer will become liable for payment of the waived charges.



Documents / Resources

	altafiber 2020 Dedicated Fuse Internet Access [pdf] Instruction Manual 2020 Dedicated Fuse Internet Access, 2020, Dedicated Fuse Internet Access, Fuse Internet Access, Internet Access, Access
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References

- [User Manual](#)

[Manuals+](#), [Privacy Policy](#)

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