



April 20, 2011  
**Via Electronic Filing**

Ms. Renee Jenkins, Commission Secretary  
Docketing Division  
Public Utilities Commission of Ohio  
180 East Broad Street, 13<sup>th</sup> Floor  
Columbus, Ohio 43215-3793

**RE: DSLnet Communications, LLC**  
**Detariffing Filing**  
**Case No. 11-2616-TP-ATA; TRF Docket No. 90-9079-TP-TRF**

Dear Ms. Jenkins:

Enclosed for filing on behalf of DSLnet Communications, LLC is the Telecommunications Application Form for Detariffing and Related Actions submitted pursuant to the Commission order in Case No. 10-1010-TP-ORD. Also included is the Telecommunications Retail Service Offering Form.

Any questions regarding this filing may be directed to my attention at (407) 740-3004 or via email to [rnorton@tminc.com](mailto:rnorton@tminc.com).

Sincerely,

Robin Norton  
Consultant to DSLnet Communications, LLC

*RN/sp*

cc: S. Hobbs - DSLnet  
file: DSLnet - OH  
tms: OHf1102

**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS APPLICATION FORM for**  
**DETARIFFING AND RELATED ACTIONS**

**Per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD**  
(Effective: 01/20/2011 through 05/20/2011)

In the Matter of the Application of )  
**DSLnet Communications, LLC** )  
to Detariff Services and make other changes related to the )  
Implementation of Case No. 10-1010-TP-ORD )

TRF Docket No. **90-9079-TP-TRF**

Case No. **11 - 2616 - TP - ATA**

NOTE: Unless you have reserved a Case No. leave the "Case No." fields BLANK.

Name of Registrant(s) **DSLnet Communications, LLC**  
DBA(s) of Registrant(s) **N/A**  
Address of Registrant(s) **50 Barnes Park North, Suite 104, Wallingford, Connecticut 06492**  
Company Web Address **www.megapath.com**  
Regulatory Contact Person(s) **Schula Hobbs** Phone **203-284-6100** Fax **203-284-6101**  
Regulatory Contact Person's Email Address **shobbs@megapath.com**  
Contact Person for Annual Report **Schula Hobbs** Phone **203-284-6100**  
Address (if different from above) \_\_\_\_\_  
Consumer Contact Information **Schula Hobbs** Phone **203-284-6100**  
Address (if different from above) \_\_\_\_\_

**Part I – Tariffs**

**Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below.**

*NOTE: All cases are ATA process cases, tariffs are effective the day they are filed, and remain in effect unless the Commission acts to suspend.*

<b>Carrier Type</b>	<input type="checkbox"/> ILEC	<input checked="" type="checkbox"/> CLEC	<input checked="" type="checkbox"/> CTS
Tariff for Basic Local Exchange Service (BLES) and/or other services required to be tarified pursuant to 4901:1-6-11(A); detariffing of all other services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other changes required by Chapter 4901:1-6 (Describe in detail in Exhibit C)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

**Part II – Exhibits**

**Note that the following exhibits are required for all filings using this form.**

Included	Identified As:	Description of Required Exhibit:
<input checked="" type="checkbox"/>	Exhibit A	The existing affected tariff pages.
<input checked="" type="checkbox"/>	Exhibit B	The proposed revised tariff pages.
<input checked="" type="checkbox"/>	Exhibit C	Narrative summarizing all changes proposed in the application, and/or other information intended to assist Staff in the review of the Application.
<input checked="" type="checkbox"/>	Exhibit D	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-07
<input checked="" type="checkbox"/>	Exhibit E	Affidavit that the Customer Notice described in Exhibit C has been sent to Customers.

**Part III. – Attestation**

**Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.**

**AFFIDAVIT**

***Compliance with Commission Rules***

I am an officer/agent of the applicant corporation, DSLnet Communications, LLC, and am authorized to make this statement on its behalf.  
(Name)

I attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) April 20, 2011 at (Location) Maitland, FL 32751

\*(Signature and Title)

Robin Norton

Robin Norton, Consultant to DSLnet Communications, LLC

(Date) April 20, 2011

- *This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

**VERIFICATION**

I, Robin Norton, Consultant to DSLnet Communications, LLC

verify that I have utilized the Telecommunications Application Form for Detariffing and Related Actions provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

\*(Signature and Title)

Robin Norton

Robin Norton, Consultant to DSLnet Communications, LLC

(Date) April 20, 2011

*\*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

***Send your completed Application Form, including all required attachments as well as the required number of copies, to:***

**Public Utilities Commission of Ohio  
Attention: Docketing Division  
180 East Broad Street, Columbus, OH 43215-3793**

***Or***

***Make such filing electronically as directed in Case No 06-900-AU-WVR***

**DSLnet Communications, LLC**

**EXHIBIT A**

Existing Affected Tariff Pages

*This tariff, P.U.C.O. Tariff No. 2, cancels and replaces in its entirety  
the Company's P.U.C.O. Tariff No. 1 currently on file with the Commission*

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

APPLYING TO COMPETITIVE TELECOMMUNICATIONS

SERVICES WITHIN THE STATE OF OHIO

This tariff describes the terms, conditions, services and rates applicable to the provision of local exchange telecommunications services regulated and tariffed in accordance with Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD).

The Company provides certain Detariffed/Nonregulated services which are found in the Company's Pricing Guide, available for viewing at the Company's website at [www.dsl.net](http://www.dsl.net) or at the Company's principal place of business at 50 Barnes Park North, Suite 104, Wallingford, Connecticut 06492.

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Issued: June 27, 2008

Effective: June 30, 2008

Schula Hobbs, Senior Manager – Regulatory Affairs  
DSLnet Communications, LLC  
50 Barnes Park North, Suite 104  
Wallingford, Connecticut 06492

OHf0801

## CHECK SHEET

The pages of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION	
Title	Original	*	27	Original	*
1	Original	*	28	Original	*
2	Original	*	29	Original	*
3	Original	*	30	Original	*
4	Original	*	31	Original	*
5	Original	*	32	Original	*
6	Original	*	33	Original	*
7	Original	*	34	Original	*
8	Original	*	35	Original	*
9	Original	*	36	Original	*
10	Original	*	37	Original	*
11	Original	*	38	Original	*
12	Original	*	39	Original	*
13	Original	*	40	Original	*
14	Original	*	41	Original	*
15	Original	*	42	Original	*
16	Original	*			
17	Original	*			
18	Original	*			
19	Original	*			
20	Original	*			
21	Original	*			
22	Original	*			
23	Original	*			
24	Original	*			
25	Original	*			
26	Original	*			

\* - indicates those pages included with this filing

Issued: June 27, 2008

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OHf0801

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TABLE OF CONTENTS

CHECK SHEET .....	1
TABLE OF CONTENTS .....	2
SYMBOLS .....	3
TARIFF FORMAT .....	3
APPLICATION OF TARIFF .....	4
SECTION 1 – DEFINITIONS .....	5
SECTION 2 –REGULATIONS .....	8
SECTION 3 – DESCRIPTION OF SERVICES AND RATES .....	42

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EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS  
OF TECHNICAL TERMS USED IN THIS

The following symbols shall be used in this tariff for the purpose indicated below:

C	To signify changed regulation.
D	To signify discontinued rate or regulation.
I	To signify increased rate.
M	To signify a move in the location of text.
N	To signify new rate or regulation.
R	To signify reduced rate.
S	To signify reissued matter.
T	To signify a change in text but no change in rate or regulation.

TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th Revised Sheet 14 Cancels the 3rd Revised Sheet 14.
- C. Paragraph Numbering Sequence - There are five levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1
  - 2.1.1
  - 2.1.1.1
  - 2.1.1.1.a
  - 2.1.1.1.a.(1)



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## APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate local exchange telecommunications services by DSLnet Communications, LLC ("DSLnet") within the State of Ohio.

The tariff describes the Company's terms, conditions, services and rates applicable to the provision of local exchange telecommunications services regulated in accordance with Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD).

Descriptions and rates for detariffed service offerings are found in the Company's Pricing Guide, available for viewing on the Company website at [www.dsl.net](http://www.dsl.net) or by contacting the Company at 50 Barnes Part North, Suite 104, Wallingford, Connecticut 06492..

All telephone companies are subject to the Commission's rules for minimum telephone service standards (MTSS) found in Chapter 4901:1-5 of the Ohio Administrative Code. Customers have certain rights and responsibilities under the Minimum Telephone Service Standards. These safeguards can be found in the Appendix to Ohio Administrative Code 4901:1-5-03, which is entitled "Telephone Customer Rights and Responsibilities." These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

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## SECTION 1 - DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

**Access Line:** An arrangement which connects the Customer's location to the Company's designated switching center or point of presence.

**Advance Payment:** Part or all of a payment required before the start of service.

**Authorized User:** A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the carrier's service.

**Basic Service Area:** State of Ohio.

**Bit:** The smallest unit of information in the binary system of notation.

**Commission:** The Public Utilities Commission of Ohio ("PUCO").

**Company:** DSLnet Communications, LLC, the issuer of this tariff.

**Customer:** The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

**Digital Subscriber Line (xDSL):** A technology that uses a metallic copper loop to provide high-speed data transmission services.

**DSLnet:** DSLnet Communications, LLC, the issuer of this Tariff.

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SECTION 1 - DEFINITIONS (Cont'd)

**Joint User:** A person, firm or corporation which is designated by the Customer as a user of services furnished to the Customer by DSLnet Communications, LLC and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

**LATA:** A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association Tariff F.C.C. No. 4.

**Loops:** Segments of a line that extend from the serving central office to the originating and terminating point.

**Recurring Charges:** The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

**Service Commencement Date:** The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

**Service Order:** The request for Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

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SECTION 1 - DEFINITIONS (Cont'd)

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Terminal Interface: The method of physical connection between a Company-provided access line and a Customer's or User's transmission cable, inside wiring, or terminal equipment. Depending upon the access line ordered by the Customer, there may be a choice of terminal interfaces. The Customer is responsible for ordering a terminal interface that is compatible with the Customer's or User's terminal equipment. All terminal interfaces will be provided by industry-standard connectors as specified in or authorized by Subpart F of Part 68, Title 47, Code of Federal Regulations.

User: A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

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## SECTION 2 - REGULATIONS

### 2.1 Undertaking of the Company

#### 2.1.1 Scope

The Company undertakes to furnish intrastate local exchange telecommunications service pursuant to the terms of this tariff in connection with one-way and/or two-way data transmission within the State of Ohio.

Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company's network in order to originate or terminate its own services, or to communicate with its own customers.

#### 2.1.2 Shortage of Equipment or Facilities

2.1.2.1 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.

2.1.2.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions

- 2.1.3.1 Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- 2.1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customer will also be required to execute any other documents as may be reasonably requested by the Company.
- 2.1.3.3 At the expiration of the initial term of the contract period specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon thirty (30) days' written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

2.1.3.5 Service may be terminated upon 7 days written notice to the Customer if:

- a. the Customer is using the service in violation of this tariff; or
- b. the Customer is using the service in violation of the law.

2.1.3.6 This tariff shall be interpreted and governed by the laws of the State of Ohio without regard for its choice of laws provision.

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## SECTION 2 - REGULATIONS (Cont'd)

### 2.1 Undertaking of the Company (Cont'd)

#### 2.1.4 Liability of the Company

2.1.4.1 Except where provided for pursuant to Chapter 4901:1-5 of the Ohio Administrative Code or this tariff, the liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in this tariff. Unless otherwise provided for in this tariff, the extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

2.1.4.2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including State and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, State, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.



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## SECTION 2 - REGULATIONS (Cont'd)

### 2.1 Undertaking of the Company (Cont'd)

#### 2.1.4 Liability of the Company (Cont'd)

2.1.4.3 Except where provided for in Chapter 4901:1-5 of the Ohio Administrative Code the Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities, or equipment or services used for, with, or in connection with the services the Company offers.

2.1.4.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

2.1.4.5 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4.5 as a condition precedent to such installations.

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SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.6 The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.

2.1.4.7 The Company is not liable for any claims for loss or damages involving:

- a. Breach in the privacy or security of communications transmitted over the Company's facilities;
- b. Injury to property or injury or death to persons, including claims for payments made under Workmen's Compensation law or under any plan for employee disability or death benefits arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected or to be connected to the Company's facilities;
- c. Any representations made by Company employees which relate to matters that are beyond the scope of their employment.

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SECTION 2 - REGULATIONS (Cont'd)

## 2.1 Undertaking of the Company (Cont'd)

## 2.1.4 Liability of the Company (Cont'd)

2.1.4.8 The Company shall be indemnified, defended, and held harmless by the Customer against any claim, loss, or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

- a. The Company shall be indemnified, defended and held harmless by the Customer, end user or third party from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, to the extent not caused by DSLnet Communications, LLC.
- b. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

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SECTION 2 - REGULATIONS (Cont'd)

## 2.1 Undertaking of the Company (Cont'd)

## 2.1.4 Liability of the Company (Cont'd)

## 2.1.4.8 (Cont'd.)

- c. Except as required by Chapter 4901:1-5 of the Ohio Administrative Code, the Company assumes no responsibility for the availability or performance of any cable or satellite systems or similar related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.
- d. Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within one (1) year after the date of the occurrence that gave rise to the claim.

2.1.4.9 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to reimbursement equal to the total overcharged plus accrued interest as required by the Ohio Minimum Telephone Service Standards rules.

2.1.4.10 No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

2.1.4.11 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- 2.1.4.12 Approval of limitation of liability language by the Commission does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequential damage claims, it is also the court's responsibility to determine the validity of the exculpatory clauses.
- 2.1.4.13 Inclusion of early termination liability by the Company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the Company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

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## SECTION 2 - REGULATIONS (Cont'd)

### 2.1 Undertaking of the Company (Cont'd)

#### 2.1.5 Notification of Service-Affecting Activities

The Company will attempt to reasonably provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the customer may not be possible.

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## SECTION 2 - REGULATIONS (Cont'd)

### 2.1 Undertaking of the Company (Cont'd)

#### 2.1.6 Provision of Equipment and Facilities

2.1.6.1 The Company shall use reasonable efforts to make available services to a Nonresidential Applicant or Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff.

In the case of installation of local exchange service, the Company will waive installation charges as required by the Ohio Minimum Telephone Service Standards rules if installation does not occur within the applicable time frames.

2.1.6.2 The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

2.1.6.3 The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.

2.1.6.4 Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

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## SECTION 2 - REGULATIONS (Cont'd)

### 2.1 Undertaking of the Company (Cont'd)

#### 2.1.6 Provision of Equipment and Facilities (Cont'd)

2.1.6.5 The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from any equipment or facilities associated with the Company's provision of service to the customer.

2.1.6.6 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

- (a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- (b) the reception of signals by Customer-provided equipment.

#### 2.1.7 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply. The customer shall be provided with an estimate of any such additional charges prior to performance of non-routine installation or maintenance.



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## SECTION 2 - REGULATIONS (Cont'd)

### 2.1 Undertaking of the Company (Cont'd)

#### 2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- a. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- b. of a type other than that which the Company would normally utilize in the furnishing of its services;
- c. over a route other than that which the Company would normally utilize in the furnishing of its services;
- d. in a quantity greater than that which the Company would normally construct;
- e. on an expedited basis;
- f. on a temporary basis until permanent facilities are available;
- g. involving abnormal costs; or
- h. in advance of its normal construction.

#### 2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

## SECTION 2 - REGULATIONS (Cont'd)

## 2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.2.4 A Customer, Joint User, or Authorized User may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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SECTION 2 - REGULATIONS (Cont'd)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- a. the payment of all applicable charges pursuant to this tariff;
- b. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- c. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

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SECTION 2 - REGULATIONS (Cont'd)

## 2.3 Obligations of the Customer (Cont'd)

## 2.3.1 General (Cont'd)

- d. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.c. Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- e. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

SECTION 2 - REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

- f. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1.d; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- g. not creating or allowing any liens or other encumbrances to be placed on the Company's equipment or facilities; and
- h. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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## SECTION 2 - REGULATIONS (Cont'd)

### 2.3 Obligations of the Customer (Cont'd)

#### 2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- a. any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- b. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between Customer and Company.

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## SECTION 2 - REGULATIONS (Cont'd)

### 2.4 Customer Equipment and Channels

#### 2.4.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of data communications except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than data communication except as specifically stated in this tariff.

#### 2.4.2 Station Equipment

2.4.2.1 Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.

2.4.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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## SECTION 2 - REGULATIONS (Cont'd)

### 2.4 Customer Equipment and Channels (Cont'd)

#### 2.4.3 Interconnection of Facilities

- 2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- 2.4.3.2 Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- 2.4.3.3 Facilities furnished under this tariff may be connected to customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- 2.4.3.4 Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "end user" as defined in Section 69.2(m), Title 47, Code of Federal Regulations. This restriction does not apply to Trunk-Side Access Feature Group D Access Service.



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## SECTION 2 - REGULATIONS (Cont'd)

### 2.4 Customer Equipment and Channels (Cont'd)

#### 2.4.4 Inspections

2.4.4.1 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

2.4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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## SECTION 2 - REGULATIONS (Cont'd)

### 2.5 Payment Arrangements

#### 2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

#### 2.5.2 Billing and Collection of Charges

2.5.2.1 In the case of Nonresidential service, Non-recurring charges are due and payable within 30 days after the date an invoice is mailed to the Customer by the Company.

In the case of local residential service, the Company will offer the subscriber the option of deferred payment of installation charges over a period of three months.

2.5.2.2 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice is mailed.

2.5.2.3 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

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SECTION 2 - REGULATIONS (Cont'd)

## 2.5 Payment Arrangements (Cont'd)

## 2.5.2 Billing and Collection of Charges (Cont'd)

2.5.2.4 Billing of the Customer by the Company will begin on the Service Commencement Date, which is the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

2.5.2.5 All bills for Service provided to the customer by the Company are due thirty (30) days from the date of issuance of the bill. If any portion of the payment is received by the Company after the payment due date as set forth above, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due the Company. The late payment penalty shall be a portion of the payment not received by the payment due date times a late factor. The late factor shall be 1.5% per month (0.049315% per day) or 18% annually, or the highest rate allowed by law, whichever is the lesser. The late factor will be applied for the number of days from the payment due date to and including the date that the Customer makes the late payment funds immediately available to the Company. Any late payment fee will not include interest on a previously-charged late payment fee. For any check returned to the Company due to insufficient funds, uncollected funds, or closed account, fee will be assessed per check returned. The Company may waive the bad check charge under appropriate circumstances.

Returned Check Fee	\$25.00
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SECTION 2 - REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.3 Disputed Bills

If the Customer has a complaint, has a question about, or seeks to dispute charges on the bill, the Customer should contact the Company at the address, telephone number, or e-mail address provided on the bill.

If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the PUCO in accordance with the Commission's rules of procedure.

The address of the Commission is:

Service Monitoring and Enforcement Department  
Public Utilities Commission of Ohio  
180 East Broad Street, Tenth Floor  
Columbus, Ohio 43215-3793

Toll Free Telephone: 1-800-686-7826  
TTY Toll Free Telephone: 1-800-686-1570

From 8:00 AM to 5:00 PM (EST) Weekdays or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov).

Residential Customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at:

Toll Free Telephone: 1-877-742-5622  
From 8:00 AM to 5:00 PM (EST) weekdays or at [www.pickocc.org](http://www.pickocc.org).

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## SECTION 2 - REGULATIONS (Cont'd)

### 2.5 Payment Arrangements (Cont'd)

#### 2.5.4 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

In the case of local residential service, the Company will offer the subscriber the option of deferred payment of advance payments of installation charges over a period of three months pursuant to Chapter 4901:1-5 of the Ohio Administrative Code.

#### 2.5.5 Deposits

2.5.5.1 The Company will not require deposits of its customers, unless the customer does not meet Company credit requirements. To the extent that the Company requires customer deposits, the Company will comply with Ohio rules and regulations governing customer deposits.

2.5.5.2 If a deposit is requested, it will not exceed the estimated recurring charges for 2.3 months. Deposits held for less than 180 days shall not accrue interest. Interest on deposits held for 180 days or longer will be handled in accordance with Ohio Administrative Code Rule 4901:1-17-05.

SECTION 2 - REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service

Discontinuance and Restoration of Service will be conducted in accordance with the Minimum Telephone Service Standards as codified in Chapter 4901:1-5 of the Ohio Administrative Code..

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## SECTION 2 - REGULATIONS (Cont'd)

### 2.5 Payment Arrangements (Cont'd)

#### 2.5.7 Cancellation of Application for Service

2.5.7.1 Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

2.5.7.2 Where, prior to cancellation by the Customer, the Company incurs expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

2.5.7.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

2.5.7.4 The special charges described in 2.5.6.1 through 2.5.7.3 will be calculated and applied on a case-by-case basis.

SECTION 2 - REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.8 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.



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SECTION 2 - REGULATIONS (Cont'd)

## 2.6 Allowances for Interruptions in Service

Interruptions in service which are not due to the noncompliance with the provisions of this tariff by the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

## 2.6.1 Credit for Interruptions

- 2.6.1.1 A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when a Customer's service, facility or circuit is interrupted, the interruption is reported to the Company or found by the Company to be out of order (whichever occurs first), and the Customer releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- 2.6.1.2 For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- 2.6.1.3 If a local service interruption exceeds twenty-four hours but is less than forty-eight hours, the adjustment shall be at least the pro rata portion of the monthly charges(s) for any and all local services rendered inoperative during the interruption. Credit for longer interruptions of local service shall be made in accordance with Ohio rules and regulations.

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SECTION 2 - REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.2 Limitations on Allowances

No credit will be made for interruptions in local exchange service which

- a. Occurs as the result of a negligent or willful act on the part of the subscriber
- b. Occurs as the result of a malfunction of subscriber owned telephone equipment
- c. Occurs as the result of acts of God; military action; wars; insurrections; riots or strikes; or
- d. Is extended by the company's inability to gain access to the subscriber's premises due to the subscriber missing a repair appointment.

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SECTION 2 - REGULATIONS (Cont'd)

## 2.7 Use of Customer's Service by Others

## 2.7.1 Resale and Sharing

SECTION 2.7 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY THE PUBLIC UTILITIES COMMISSION OF OHIO TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES

There are no prohibitions or limitations on the resale of services. Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws of the Public Utility Commission of Ohio regulations governing resale or sharing. The customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

Rates for Resale and Sharing Service are the same as the tariffed Retail Rates for DSLnet Communications, LLC found in Section 5 of this tariff.

## 2.7.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services available for resale and sharing pursuant to this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

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SECTION 2 - REGULATIONS (Cont'd)

## 2.8 Cancellation of Service

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2: all costs, fees and expenses reasonably incurred in connection with

- a. all Non-Recurring charges reasonably expended by Company to establish service to Customer, plus
- b. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- c. all Recurring Charges specified for the applicable service for the balance of the then current term.

## 2.9 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and (a) pursuant to any sale or transfer of substantially all the assets of the Company; or (b) pursuant to any financing, merger or reorganization of the Company.

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SECTION 2 - REGULATIONS (Cont'd)

## 2.10 Notices and Communications

- 2.10.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.10.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.10.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.10.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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SECTION 2 - REGULATIONS (Cont'd)

## 2.11 Dialing Parity

The Company will provide to voice customers full 2-PIC (interLATA and intraLATA toll) dialing parity, allowing them to presubscribe to one carrier for all interLATA calls and to the same or another carrier for all intraLATA toll calls, if and when such services are offered. One interLATA IXC and one intraLATA IXC may be selected for each trunk subgroup. The Company will convert all its central offices on a statewide basis. The Company will provide the capability for presubscription. However, Customers using PBX systems may be required to reprogram their PBXs to send their traffic to their selected carrier in order for the presubscribed choice to be effective.

The Company will provide full 2-PIC dialing parity to voice customers in each LATA in which The Company offers service. The Company will inform new customers (i.e., customers who subscribe to local and long distance services on the same day) of the dialing parity feature available to them and, upon request, will provide customers a randomly ordered list of carriers available to them in their geographic area.

Charge to switch presubscribed interLATA or intraLATA carrier:

\$5.00 for first line

\$1.50 for each additional line

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SECTION 3 - DESCRIPTION OF SERVICES AND RATES

3.1 Types of Services Offered

Services may be provided through the resale of services provided by other telephone companies.

3.2 Service Areas

DSLnet Communications, LLC's exchange areas are identical to those defined in the tariffs of the incumbent local exchange company serving each exchange area.

DSLnet Communications, LLC provides service in the exchange areas served by the following local exchange companies:

AMERITECH - OHIO  
ALLTEL - OHIO  
CINCINNATI BELL  
GTE NORTH  
UNITED OF OHIO

3.3 The following counties comprise DSLnet's service area:

Cuyahoga  
Delaware  
Fairfield  
Franklin  
Geagua  
Lake  
Lucas  
Madison  
Miami  
Montgomery  
Ottawa  
Portage  
Preble  
Stark  
Summit  
Wood

**DSLnet Communications, LLC**

**EXHIBIT B**

**Proposed Revised Tariff Pages**

There are no proposed revised tariff pages. All the Company's services are detariffed.



**DSLnet Communications, LLC**

**EXHIBIT C**

Summary of Changes

In accordance with Case No. 10-1010-TP-ORD, the Company is requesting withdrawal of the Company's tariff, P.U.C.O. Tariff No. 2, in its entirety. The Company services are already detariffed and with this application the Company detariffs Regulations, including Presubscription, which is not offered by the Company.

**DSLnet Communications, LLC**

**EXHIBIT D**

Customer Notice

Not Applicable

All services offered by the Company were previously detariffed.

**DSLnet Communications, LLC**

**EXHIBIT E**

Affidavit of Customer Notice

Not Applicable

*The Public Utilities Commission of Ohio*  
**TELECOMMUNICATIONS RETAIL SERVICE OFFERING FORM**

**For Non-BLES Carriers**

**Per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD**  
(Effective: 01/20/2011)

Company Name DSLnet Communications, LLC

Company Address 50 Barnes Park North, Suite 104, Wallingford, Connecticut 06492

Company Web Address www.megapath.com

Regulatory Contact Person Schula Hobbs Phone 203-284-6100 Fax 203-284-6101

Regulatory Contact Person's Email Address shobbs@megapath.com

Contact Person for Annual Report Schula Hobbs Phone 203-284-6100 Fax 203-284-6101

Consumer Contact Information Schula Hobbs Phone 203-284-6100 Fax 203-284-6101

TRF Docket No. 90-9079-TP-TRF

**I. Company Type (Check all applicable):**

☒ Non-BLES CLEC    ☒ IXC    ☐ Other (explain) \_\_\_\_\_

**II. Services offered (Check all applicable):**

- ☐ Toll services (intrastate)
- ☐ Local Exchange Service (i.e., residential or business bundles)
- ☒ Other (explain) DSL Services

**III. Tariffed Provisions/Services (To the extent offered, check all applicable and attach tariff pages):**

- ☐ Toll Presubscription
- ☐ Intrastate Special and Switched Access Services to Carriers (facilities-based local carriers only)\*
- ☐ N-1-1 Service
- ☐ Pole Attachment and Conduit Occupancy
- ☐ Pay Telephone Access Lines
- ☐ Inmate Operator Service
- ☐ Telephone Relay Service

\*Access service tariffs shall be maintained separately and are subject to the Commission's carrier-to-carrier rules found in Chapter 4901:1-7, Ohio Administrative Code.

#### Part IV. – Attestation

**Carrier hereby attests to its compliance with pertinent entries and orders issued by the Commission.**

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I am an officer/agent of the carrier/telephone company, DSLnet Communications, LLC , and am authorized to make statements on it behalf.  
(Name)

I understand that Telephone companies have certain responsibilities to its customers under the Telecommunications Rules (Ohio Adm. Code 4901:1-6). These responsibilities include: warm line service; not committing unfair or deceptive acts and practices; truth in billing requirements; and slamming and preferred carrier freeze requirements. We will comply with the rules of the state of Ohio and understand that non-compliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Robin Norton

Robin Norton, Consultant to DSLnet Communications, LLC

April 20, 2011

(Date)

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**4/20/2011 11:46:17 AM**

**in**

**Case No(s). 11-2616-TP-ATA**

Summary: Application of DSLnet Communications, LLC to detariff services and make other changes related to the implementation of Case No 10-1010-TP-ORD electronically filed by Ms. Suzanne Pagana on behalf of DSLnet Communications, LLC