

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
GOVERNING THE PROVISION OF DEDICATED SERVICES
FOR CONNECTION TO PUBLIC AND PRIVATE
COMMUNICATIONS FACILITIES WITHIN
THE STATE OF DELAWARE

Issued: December 4, 2012

Effective: December 5, 2012

Issued By: Christopher Morris
Chesapeake Fiber, LLC
111 Market Place, Suite 103
Baltimore, Maryland 21202

CHECK SHEET

The pages of this tariff are effective as of the date shown. The original and revised pages named below contain all changes from the original tariff and are in effect on the date shown.

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

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.

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2. DEFINITIONS

Certain terms used generally throughout this Tariff are described below.

Advance Payment

Part or all of a payment required before the start of service.

Authorized User

A person, firm or corporation which is authorized by the customer or joint user to be connected to the service of the customer or joint user, respectively.

Company

Chesapeake Fiber, LLC, the issuer of this Tariff unless the context clearly indicates otherwise.

Customer

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

Dedicated

A facility or equipment system or subsystem set aside for the sole use of a specific customer.

Commission

The Delaware Public Service Commission.

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Baltimore, Maryland 21202

2. DEFINITIONS (Cont'd)

End User or User

Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

Individual Case Basis

A service arrangement in which the regulation, rates and charges are developed based on the specific circumstances of the case.

Intrastate Service

Provides for a two-point communications path between a Customer's premises or a collocated interconnection location and an end user's premises for originating and terminating the transmission of intelligence within the state.

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, Inc. Tariff F.C.C. No. 4.

Network

Refers to the Company's facilities, equipment, and services provided under this Tariff.

Network Service

Intrastate communications service providing one-way and/or two-way information transmissions originating from points within the State of Delaware.

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2. DEFINITIONS (Cont'd)

Service Commencement Date

The first 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 the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

Service Order

The written request for dedicated 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. Should a Customer use the Company's dedicated service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

Shared

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

User

A customer, joint user, or any other person authorized by a customer to use service provided under this Tariff.

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3. APPLICATION OF TARIFF

3.1 This Tariff applies to intrastate telecommunications service supplied to Customers by the Company. This Tariff applies only to the extent that services provided hereunder are used by a Customer for the purpose of originating or terminating intrastate communications. A communication is "intrastate" only if all points of origination and termination are located within the State of Delaware.

3.1.1 Dedicated High-Speed Digital Service

The furnishing of intrastate interLATA and intraLATA Dedicated Telecommunications services or facilities in connection with one-way and/or two-way transmission of intelligence originating from user points within the State of Delaware.

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4. REGULATIONS

4.1 Undertaking of the Company

4.1.1. Scope

The Company undertakes to furnish Dedicated telecommunications services to Customers on a common carrier basis in accordance with the terms and conditions set forth in this Tariff.

4.1.2 Shortage of Facilities

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of facilities, lack of transmission medium capacity or because of any causes beyond its control.

4.1.3 Terms and Conditions

- A) 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 thirty (30) days.
- B) 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. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C) In any action between the parties to enforce any provision of this Tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

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4. REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.3 Terms and Conditions (Cont'd)

D) This Tariff shall be interpreted and governed by the laws of the State of Delaware regardless of its choice of laws' provision.

4.1.4 Limitations on Liability

A) Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, misrepresentations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in this Tariff.

B) Except for the extension of allowances to the Customer for interruptions in service as set forth in this Tariff, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.

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4. REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

- C) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- D) The Company shall not be liable for any claims for loss or damages involving:
- 1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;
 - 2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 - (i) Credit exceptions may be taken in accordance with MTSS Rule 4901:1-5-16
 - (ii) The Act of God exception will comply with MTSS Rule 4901:1-5-16 (c)

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4. REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

D) (Cont'd)

- 3) Any unlawful or unauthorized use of the Company's facilities and services;
- 4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;
- 5) Breach in the privacy or security of communications transmitted over the Company's facilities;
- 6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this Tariff.
- 7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;

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4. REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

D) (Cont'd)

- 8) Injury to property or injury or death to persons, including claims for payments made under Workers' 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;
- 9) Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- 10) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
- 11) Any non-completion of calls due to network busy conditions;
- 12) Any calls not actually attempted to be completed during any period that service is unavailable.

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4. REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

- E) The Company shall be indemnified, defended and held harmless by the Customer or end user 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, 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 Company or Customer equipment or facilities or service provided by the Company.
- F) 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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4. REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

- G) The Company assumes no responsibility for the availability or performance of any cable or satellite systems or 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.

- H) Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim..

- D) 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.

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4. REGULATIONS (Cont'd)4.1 Undertaking of the Company (Cont'd)4.1.5 Testing and Adjusting

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the customer for the period during which the Company makes such tests, adjustments, or inspections.

4.1.6 Provision of Equipment and Facilities

- A) Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- B) The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of services under this Tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
 - 1) the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - 2) the reception of signals by Customer-provided equipment; or

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4. REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.6 Provision of Equipment and Facilities (Cont'd)

B) (Cont'd)

- 3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

4.1.7 Special Construction (not applicable to the provision of basic voice services)

Subject to the arrangement 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;

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4. REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.7 Special Construction (not applicable to the provision of basic voice services)
(Cont'd)

- F) on a temporary basis until permanent facilities are available;
- G) involving abnormal costs;
- H) in advance of its normal construction;
- I) splicing, testing and other construction associated with the interconnection of company facilities to customer premises; or
- J) in connection to building entrance facilities.

Special construction charges will be determined as described herein.

4.1.8 Ownership of Facilities

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

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4. REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.9 Testing and Acceptance

4.1.9.1 Company shall deliver the Service(s) as soon as it is tested and accepted as provided in the standards set forth in the Service Order form. At such times that Company is ready to test the Service(s), Company shall provide Customer five (5) days written notice that it is scheduling the testing. Customer shall be entitled to observe and participate in such testing; provided, however, that Company shall not be required to delay such testing in order for Customer to attend. Upon completion of said testing, if Company believes that the Service is ready for delivery, Company shall provide notice thereof to Customer by delivering a written certificate (a "Completion Certificate") which shall include:

- (a) the test results for the Service pursuant to the Service Order specifications; and
- (b) one copy of a map to be maintained as confidential information of the Company Network containing the Customer Fibers to provide the Service(s).

4.1.9.2 Customer will have five (5) business days from the date Company delivers the Completion Certificate to Customer (the "Inspection Period") to review the test results and obtain additional information from Company. During the Inspection Period, Company personnel shall be available each day during regular business hours to accompany Customer to inspect the Customer Fibers and address any reasonable questions posed by Customer.

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4. REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

- 4.1.9.3 If Customer determines that the Service is ready for acceptance, it shall issue a notice accepting delivery of such Service (an "Acceptance Notice"). If Customer reasonably determines that the Service is not ready for acceptance, it shall provide written notice of any deficiencies in the Customer Fibers, identifying which particular requirements of the Service Order Specifications have not been met (a "Rejection Notice").
- 4.1.9.4 In the event Customer issues a Rejection Notice, Company shall take all commercially reasonable steps, at Company's sole expense, to rectify any such properly identified deficiency and re-test the Customer Fibers. Once Company believes the items specified in the Rejection Notice have been rectified and that the Service(s) is ready for acceptance, it shall provide Customer with another Completion Certificate and the procedure set forth in this Section 27 shall be repeated until the Service(s) is ready for acceptance. In the event the Parties cannot agree as to the propriety of the rejection, it shall be subject to an independent check by a third party and the prevailing party shall be entitled to recoup its fees for such testing from the other party.
- 4.1.9.5 If Customer does not provide a Rejection Notice prior to the expiration of the Inspection Period, an Acceptance Notice shall be deemed to have been issued as of the date of the expiration of such Inspection Period.
- 4.1.9.6 Upon issuance of an Acceptance Notice (or the date such notice is deemed to have been issued as provided in Section 29.5) of the Service(s), the Service(s) shall be deemed delivered to and accepted by Customer without any further act or document and the fees and charges for the lease of the Customer Fibers shall commence (the "Acceptance Date").

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4. REGULATIONS (Cont'd)4.2 Prohibited Uses

- 4.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 4.2.2 The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offering complies with relevant laws and regulations, policies, orders, and decisions.
- 4.2.3 The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- 4.2.4 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 Telecommunications 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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4. REGULATIONS (Cont'd)

4.3 Obligations of the Customer

4.3.1 Customer Premises Provisions

- A) The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- B) The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

4.3.2 Liability of the Customer

- A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the 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 (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other Tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

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4. REGULATIONS (Cont'd)

4.3 Obligations of the Customer (Cont'd)

4.3.2 Liability of the Customer (Cont'd)

- C) The Customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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4. REGULATIONS (Cont'd)

4.4 Customer Equipment and Channels

4.4.1 Interconnection of Facilities

- A) In order to protect the Company's facilities and personnel and the services furnished to other Customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

4.4.2 Inspections

- A) The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.

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4. REGULATIONS (Cont'd)4.4 Customer Equipment and Channels (Cont'd)4.4.2 Inspections (Cont'd)

- B) If the protective requirements in connections with Customer provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including canceling service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

4.4.3 Station Equipment

- A) Customer-provided terminal equipment on the premises of the Customer or other authorized user, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer, authorized user, or joint user.

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4. REGULATIONS (Cont'd)4.4 Customer Equipment and Channels (Cont'd)4.4.3 Station Equipment (Cont'd)

- B) The Customer or other authorized user 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.

4.4.4 Interconnection Provisions

Facilities furnished under this Tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this Tariff.

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4. REGULATIONS (Cont'd)

4.5 Customer Deposits and Advance Payments

4.5.1 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 up to two months of estimated monthly usage charges. 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.

4.5.2 Deposits

- A) To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to :
1. two (2) months' charges for a service or facility which has a minimum payment period of one (1) month; or
 2. the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.

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4. REGULATIONS (Cont'd)4.5 Customer Deposits and Advance Payments (Cont'd)4.5.2 Deposits (Cont'd)

- B) A deposit may be required in addition to an Advance Payment.
- C) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.
- D) Deposits held will accrue interest at a rate specified by the Commission without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

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4. REGULATIONS (Cont'd)

4.6 Payment Arrangements

4.6.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

A) Taxes

The rates and charges set forth in this Tariff do not include any federal, state or local sales, use, value-added, excise or utility taxes, or third-party surcharges, however designated, which may be levied on the Service(s) provided hereunder. Any applicable federal, state, or local taxes, and all use, sales, value-added, commercial, gross receipts, privilege or other similar taxes or license fees, or third-party charges, whether charged to or against Company or Customer, with respect to the Service(s) provided (except taxes on Chesapeake Fiber, LLC's income or gains), as well as any other imposition by any governmental authority that has the effect of increasing the cost of providing the Service(s), will be payable by Customer in addition to the other charges set forth in this Tariff.

4.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

A) Non-recurring charges are due and payable within thirty (30) days after the date of the invoice.

B) 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 thirty (30) days after the date of the invoice. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.

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4. REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.2 Billing and Collection of Charges (Cont'd)

- C) 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 thirty (30) days.

- D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day 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.

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4. REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.2 Billing and Collection of Charges (Cont'd)

- E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:
- 1) a rate of 1.5 percent per month; or
 - 2) the highest interest rate which may be applied under state law for commercial transactions.
- F) The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- G) If service is disconnected by the Company in accordance with Section 4.6.4 following and later reinstated, service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, service will be subject to all applicable restoration charges.

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4. REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.3 Billing Disputes

A) General

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within sixty (60) days (commencing five (5) days after such bills have been mailed or otherwise rendered per the Company's normal course of business) or be deemed waived. If waived, Customer agrees to pay the disputed charges along with any late payment charges that may have accrued. Company agrees to use reasonable best efforts to resolve the dispute within thirty (30) days of receipt of proper documentation, which at a minimum shall contain a detailed explanation as to the dispute or request for billing adjustment. For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

B) Late Payment Charge

- 1) The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount as provided in this Tariff.
- 2) In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.
- 3) In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

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4. REGULATIONS (Cont'd)4.6 Payment Arrangements (Cont'd)4.6.3 Billing Disputes (Cont'd)C) Adjustments or Refunds to the Customer

- 1) In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
- 2) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
- 3) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.
- 4) All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

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4. REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.3 Billing Disputes (Cont'd)

D) Unresolved Billing Disputes

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer has up to ninety (90) days (commencing five (5) days after such bills have been mailed or otherwise rendered per the Company's normal course of business) to take the following course of action.

- 1) First, the Customer may request and the Company will provide an in-depth review of the disputed amount.
- 2) Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

Delaware Public Service Commission
861 Silver Lake Boulevard
Cannon Building, Suite 100
Dover, DE 19904
Phone: (302) 739-4247
Fax: (302) 739-4849
Web: <http://www.state.de.us/delpc/>

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4. REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.4 Discontinuance of Service for Cause

- A) Upon nonpayment of any amounts owing to the Company, the Company may, by giving 30 days prior written notice to the Customer and the Department, discontinue or suspend service without incurring any liability.
- B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days prior notice in writing to the Customer and the Department, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

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4. REGULATIONS (Cont'd)4.6 Payment Arrangements (Cont'd)4.6.4 Discontinuance of Service for Cause (Cont'd)

- F) In the event of fraudulent use of the Company's Network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- G) Upon the Company's discontinuance of service to the Customer under this section, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

4.6.5 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide Company thirty (30) days written notice of desire to terminate service.

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4. REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.6 Customer Overpayment

The Company will pay interest on a Customer overpayment. Customer overpayment shall mean a payment to the Company in excess of the correct charges for service when caused by erroneous billing by the Company. The rate of interest shall be the unadjusted interest rate paid on Customer deposits or the late payment penalty rate, whichever is greater. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit interest rate or late payment penalty rate, and compounded monthly, until the date when the overpayment is refunded. No interest shall be paid on Customer overpayments that are refunded within thirty (30) days after such overpayment is received by the Company.

4.6.7 Cancellation of Application for Service

When a Customer cancels 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:

Where the Company has notified a Customer or prospective Customer of the possibility that special expenses may be incurred in connection with provisioning their service, and then the Company does incur such expenses. Expenses could include special construction, or where special arrangements of facilities or equipment have begun before the Company received a cancellation notice. The charge will be equal to the costs actually incurred, less net salvage.

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4. REGULATIONS (Cont'd)

4.7 Allowances for Service

4.7.1 General.

- A) Company will make credit allowance to Customer's bill for at least the pro rata portion of the monthly charge(s) for all regulated local services rendered inoperative if service is interrupted for more than 24 hours but less than 48 hours.
- B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative or if discovered by the Company that there is an interruption of service to Customer.
- C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

4.7.2 Warranties, Outage Credit and Restoration of Service/Limitations of Liability

- A) Company warrants that the Service(s) will be provided and will operate in accordance with current prevailing telecommunications industry standards.

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4. REGULATIONS (Cont'd)

4.7 Allowances for Service

4.7.2 Warranties, Outage Credit and Restoration of Service/Limitations of Liability

- B) Customer acknowledges the possibility of an unscheduled, continuous and/or interrupted period of time when the Service(s) or a portion of the Service(s) may not be “available” (hereafter an “Outage”). In such instance the Customer shall call an assigned toll free number with an authorization number and shall identify himself/herself as having the requisite authority to request assistance. Technicians will then be dispatched and shall arrive within two hours of the initial call. Fibers at the Customer’s facility will be tested and a determination of fiber break/non-performance will be established as specified in the Service Order form. If fibers are determined to be operating at levels less than specified in the Service Order form, technicians will continue to work with the Customer to reestablish Service Order standards. The Customer understands and acknowledges that fiber break/non-performance can be due to an act of nature, which would prohibit Company technicians from accessing fiber for repair until deemed safe by fire, police or other safety officials. In the event fibers are deemed to be operational upon testing in accordance with the standards set forth on the Service Order form, the Customer will be permitted an allowance of one call free of charge during the Lease Term. Additional calls which result in fiber testing as specified in the Service Order will be charged to the Customer at the rate of three thousand five hundred dollars (\$3,500.00) per call. In the event of an Outage, Customer shall be entitled to a credit (the “Outage Credit”) which shall be calculated as set forth below. An Outage shall be deemed to have commenced upon verifiable notification thereof by Customer to Company, or, when indicated by network control information actually known to Company network personnel, whichever is earlier. Each Outage shall be deemed to terminate upon restoration of the affected Service(s) as evidenced by appropriate network tests by Company. Company shall give reasonable notice to Customer of any scheduled maintenance, and Customer acknowledges and agrees that any such scheduled maintenance shall under no circumstance be deemed as an Outage hereunder.

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4. REGULATIONS (Cont'd)4.7 Allowances for Service4.7.2 Warranties, Outage Credit and Restoration of Service/Limitations of LiabilityC) Interruption CreditsInterruptions Less than 24 hour Interruption Period to be Credited

Less than 30 minutes	none
30 minutes up to, but not including, 1 hour	1/20 day
1 hour up to, not including, 3 hours	1/10 day
3 hours up to, but not including, 6 hours	1/5 day
6 hours up to, but not including, 9 hours	2/5 day
9 hours up to, but not including, 12 hours	3/5 day
12 hours up to, but not including, 15 hours	4/5 day
15 hours up to, but not including, 24 hours	One day

Two or more interruptions of 15 minutes or more during anyone 24-hour period shall be considered as one interruption.

Interruption over 24 hours:

Interruptions over 24 hours will be credited 1/8 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any 24-hour period.

- D) Outage Credits shall not be granted if the Outage is due to a problem or defect in Customer's facilities or equipment, or its agents' or contractors' facilities or equipment, nor shall Outage Credits be granted if an Outage is caused by Customer, its employees, agents or contractors.

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4. REGULATIONS (Cont'd)

4.7 Allowances for Service

4.7.2 Warranties, Outage Credit and Restoration of Service/Limitations of Liability

- E). Except as otherwise provided in the Service Order, all Outage Credits shall be credited on the next monthly invoice for the affected Service(s) or portion thereof after receipt of Customer's request for credit. In no event shall the total of all Outage Credits applicable to or accruing in any given month exceed the amount payable by Customer to Company for such monthly Service(s).
- F) If an Outage continues for a consecutive period of thirty (30) days or more, following notice to the Company, Customer may, upon ten (10) days written notice, elect to terminate the affected Service(s) or portion thereof under the applicable Service Order without further liability to either Party, except for charges incurred by Customer prior to termination, provided that the Outage is not cured within such ten (10) day period.
- G. THE WARRANTIES CONTAINED IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, INFRINGEMENT, COMPLETENESS, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY HEREBY SPECIFICALLY DISCLAIMS ANY LIABILITY TO CUSTOMER FOR INTERRUPTIONS AFFECTING THE SERVICE(S) OR FACILITIES FURNISHED UNDER THIS TARIFF THAT ARE ATTRIBUTABLE TO CUSTOMER'S INTERCONNECTION FACILITIES (AS DEFINED IN THE APPLICABLE SERVICE ORDER), CUSTOMER'S EQUIPMENT FAILURES, CUSTOMER'S BREACH OF THIS TARIFF, OR TO CUSTOMER'S CUSTOMERS, SUBCONTRACTORS OR VENDORS, OR ANY THIRD PARTY'S ACTS OR OMISSIONS.

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4. REGULATIONS (Cont'd)

4.7 Allowances for Service

4.7.2 Warranties, Outage Credit and Restoration of Service/Limitations of Liability

- H. IN NO EVENT WILL COMPANY OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, INVESTORS, PARENTS, SUBSIDIARIES OR AFFILIATES BE LIABLE TO THE CUSTOMER OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, SUBSIDIARY OR AFFILIATES, CUSTOMERS OR TO ANY THIRD PARTY FOR: (a) ANY LOSS OF PROFIT OR REVENUE, OR FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SIMILAR OR ADDITIONAL DAMAGES, WHETHER INCURRED OR SUFFERED AS A RESULT OF UNAVAILABILITY OF SERVICE(S) OR FACILITIES, PERFORMANCE, NON-PERFORMANCE, TERMINATION, BREACH, OR OTHER ACTION OR INACTION UNDER THIS TARIFF, OR FOR ANY OTHER REASON, EVEN IF CUSTOMER ADVISES COMPANY OF THE POSSIBILITY OF THIS LOSS OR DAMAGE; OR (b) FOR ANY OUTAGE OR INCORRECT OR DEFECTIVE TRANSMISSIONS, OR ANY DIRECT OR INDIRECT CONSEQUENCES THEREOF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION WITH REGARD TO OUTAGE CREDITS.
- I. NOTWITHSTANDING ANYTHING IN THIS TARIFF TO THE CONTRARY: (a) CUSTOMER AGREES THAT ITS SOLE REMEDY IN THE EVENT OF ANY BREACH OF THE WARRANTIES DESCRIBED IN THIS SECTION WILL BE THE OUTAGE CREDITS IN THIS TARIFF AND, (b) IN NO EVENT WILL THE CUMULATIVE LIABILITY OF THE COMPANY UNDER A SERVICE ORDER, INCLUDING ANY OUTAGE CREDITS, EXCEED THE TOTAL PAYMENTS PAID BY CUSTOMER TO COMPANY UNDER THE APPLICABLE SERVICE ORDER.

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4. REGULATIONS (Cont'd)

4.7 Allowances for Service

4.7.2 Warranties, Outage Credit and Restoration of Service/Limitations of Liability

- J. Customer understands and acknowledges that Company will not be liable to the Customer or any third party for: (a) any act or omission of the Customer, its contractors, employees or agents (including delays for failure to obtain Customer Approvals), its customers or any carrier other than Company; (b) any claims or actions related to defamation, copyright or trademark infringement, or the violation of any third party rights, arising from use of the Service(s) or facilities; (c) infringement of patents arising from combining or using Customer-provided facilities with Company's Service(s) or facilities where Company's Service(s) or facilities would pose no infringement in the absence of such combination or use; or (d) any unauthorized use of the Service(s) or facilities. The Customer agrees to indemnify and hold Company harmless from any and all costs, expenses and/or liability, including legal fees, arising from any claim, incident, or lawsuit, threatened or pursued, in connection with the Service(s) provided by Company.
- K. The provisions of this Section shall survive the expiration or termination of the term of any Service Order.

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4. REGULATIONS (Cont'd)

4.7 Allowances for Service

4.7.2 Warranties, Outage Credit and Restoration of Service/Limitations of Liability

- L. Company may disconnect Service(s) for non-payment, in accordance with the terms hereof, or the Customer's bill, provided that the Company has complied with any applicable Delaware regulations regarding disconnection of service. Service shall be restored when the conditions under which Service(s) were disconnected are corrected and upon payment of all proper charges due from the Customer as provided in this Tariff or the applicable Service Order. The Customer may restore service by full payment in any reasonable manner, including by certified check. However, the Company may refuse to accept a personal check if a Customer's check for payment of service has been dishonored, excepting bank error, within the last twelve months. There shall be three thousand dollar (\$3,000.00) charge for restoration of service after disconnection; if, however, the equipment necessary for service has been removed, a complete installation/connection fee will apply.

The Company reserves the right to refuse to re-establish service to the Customer for whom service was disconnected due to reasons of fraud, tampering with equipment, violations of rules and regulations, or similar reasons.

- M. Notwithstanding any other provision of this Tariff, credit allowances for interruptions of service of, caused by or attributable to Unbundled Network Element Loops shall be limited to the allowance provided by the underlying LEC. The Company will pass through such allowance to Customer.

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4. REGULATIONS (Cont'd)

4.7 Allowances for Service

4.7.2 Warranties, Outage Credit and Restoration of Service/Limitations of Liability

N. Limitations on Allowances

No credit allowance will be made for:

- (a) Outages due to the noncompliance with the provisions of this Tariff by the Customer, an Authorized User, joint user, or other common carrier providing service connected to the service of the Company;
- (b) Outages due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- (c) Outages due to the failure or malfunction of non-Company equipment;
- (d) Outages during a period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (e) Outages during a period in which the Customer continues to use the service on an impaired basis;
- (f) Outages during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (g) Outages due to circumstances or causes beyond the control of the Company;
- (h) Outages that occur or continue due to the Customer's failure to authorize replacement of any element of special construction; or
- (i) Outages that are not reported to the Company within 30 days of the date that service was affected.

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4. REGULATIONS (Cont'd)

4.7 Allowances for Service (Cont'd)

4.7.3 Refunds For Prior Overcharges and Collecting for Prior Undercharges

When it has been determined that Company has undercharged or overcharged Customer as the result of a miscalculation, inaccuracy, billing or other reasons under the Company's control:

- A) The maximum portion of the undercharge that may be recovered from the Customer in any billing month, based on the appropriate rates, will be determined by dividing the amount of the undercharge by the number of months of undercharged or unbilled service, unless the Customer agrees to alternative payment arrangements.
- B) The total overcharge and accrued interest, at a rate of at least five percent (5%) will be reimbursed to the Customer within two (2) billing periods after the propriety of the reimbursement is confirmed.

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4. REGULATIONS (Cont'd)

4.7 Allowance for Service (Cont'd)

4.7.3 Refunds For Prior Overcharges and Collecting for Prior Undercharges
(Cont'd)

- C) Company will state the total amount to be collected for an undercharge by the second bill mailed to the Customer after such collection is discovered. This will not affect Company's recovery of regular monthly charges. Company will not recover any service or billing fee. Service will not be disconnected by Company in order to collect the amount of an undercharge.
- D) The adjustment for an overcharge will be in the form of either a direct payment to the Customer's account within the next two billing periods.

4.7.4 Terms and Conditions for Credit Exceptions

- A) No credit allowance will be made for any interruption in service if it:
 - 1) occurs as a result of a negligent or willful act on the part of the Customer.
 - 2) occurs as a result of a malfunction of Customer-owned telephone equipment or inside wire.
 - 3) occurs as a result of a military action, war, insurrection, riot, or strike; or
 - 4) cannot be repaired due to Customer mission a repair appointment
- B) In the event that an act of God exception is applied, credit to Customer accounts will not be determined until forty eight hours after the interruption of service due to a verifiable act of God.

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4. REGULATIONS (Cont'd)

4.7 Allowance for Service (Cont'd)

4.7.4 Terms and Conditions for Credit Exceptions

- C) Credit for failing to install new service in a timely fashion will not apply if:
 - 1) special equipment or service is involved.
 - 2) if requested service is in a completely undeveloped area where no facilities of any kind exist.
 - 3) Applicant or Customer has not met pertinent tariff requirements.
 - 4) Installation could not be completed as a result of a military action, war, insurrection, riot, or strike or
 - 5) Installation cannot be completed due to a Customer missing an installation appointment

- D) Credit will not apply if Company provides Customer twenty-four (24) hours notice of its inability to meet an installation appointment or when the effects of a natural disaster prohibit the Customer from providing such notice.

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4. REGULATIONS (Cont'd)

4.7 Allowance for Service (Cont'd)

4.7.5 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

4.7.6 Cancellation of Service/Termination Liability

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, Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in this Tariff.

4.7.7 Termination Liability

Customer's termination liability for cancellation of service shall be equal to the greater of:

A) all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer, plus; any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus; all Recurring Charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;

B) \$10,000.00

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4. REGULATIONS (Cont'd)

4.8 Customer Liability for Unauthorized Use of the Network

4.8.1 Unauthorized Use of the Network

- A) Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.

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Chesapeake Fiber, LLC
111 Market Place, Suite 103
Baltimore, Maryland 21202

4. REGULATIONS (Cont'd)

4.8 Customer Liability for Unauthorized Use of the Network (Cont'd)

4.8.1 Unauthorized Use of the Network (Cont'd)

B) The following activities constitute fraudulent use:

- 1) Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
- 2) Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
- 3) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

C) Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

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Chesapeake Fiber, LLC
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Baltimore, Maryland 21202

4. REGULATIONS (Cont'd)

4.8 Customer Liability for Unauthorized Use of the Network (Cont'd)

4.8.2 Liability for Unauthorized Use

- A) Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B) The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.
- C) The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

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4. REGULATIONS (Cont'd)

4.9 Use of Customer Fibers

4.9.1 Subject to all applicable Collocation Specifications and obtaining and complying with all Customer Approvals, Customer shall be entitled to request Collocation Space and/or equipment or Service(s) from Company at the Company POPs or Transmission Sites in accordance with Company's rates, terms and conditions governing such Collocation. Customer shall notify Company in writing in the event that it desires Collocation Space, including the address and number of racks required and any special power or other requirements. If such space is available, Customer shall execute Company's standard Collocation Agreement and comply with the Collocation Specifications. Notwithstanding anything to the contrary, (i) Customer's right to obtain and continue to utilize any Collocation Space shall be expressly subject to Customer obtaining and complying with all Customer Approvals, and (ii) any Customer Collocation Space obtained pursuant to this Tariff may be used by Customer only for purposes of interconnection of an optical device or other basis with the communication systems of Customer, Company, or Company customers, that are located in the same Company POPs or Company Transmission Sites as Customer and only if Customer has arrangements with such Company customers. Customer shall be responsible for all costs of interconnecting the Customer Fibers with the rest of Customer's transmission network as well as any costs to connect the Customer Fibers to other Company customers or to other carriers outside the Company POPs or Transmission Sites. In addition, Customer may be entitled to interconnect with third parties that are not Company customers in Company's POP by purchasing a cross connection from Company on Company's then-standard terms and conditions, including rates, for such cross connections.

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4. REGULATIONS (Cont'd)

4.9 Use of Customer Fibers

- 4.9.2 Customer shall, at its sole cost and expense, acquire, install, operate and maintain all electronic and optronic equipment necessary for Customer to light the Customer Fibers or for Customer's transmission of information over the Customer Fibers consistent with the terms of this Tariff or any applicable Service Order(s).
- 4.9.3 Except as otherwise expressly provided in any applicable Service Order(s), Customer may not sell, assign, transfer, convey or swap ("Transfer") any of its rights to, in or with respect to the Service or the Customer Fibers to any third party during the Term, unless Company grants, in its sole discretion, express advance written approval.
- 4.9.4 Notwithstanding any permitted Transfer, Customer shall remain liable for all Customer obligations under this Tariff for the Term and, prior to any permitted Transfer, shall also require any assignee to abide by and be bound by the terms and conditions of this Tariff and any applicable Service Order(s) in its or their entirety.
- 4.9.5 Without the prior written approval of Company, Customer shall not undertake any installation, connection, upgrade or modification to the Customer Fibers or the Service.
- 4.9.6 Customer shall indemnify Company against and hold Company and the Company Facilities and Customer Fibers free and clear of and from all mechanics' liens and claims of liens, and all other liabilities, liens, claims and demands on account of any work done by or on behalf of Customer in connection with the Customer Fibers and the Service. Nothing contained in this Tariff or any applicable Service Order(s) shall be deemed to constitute a consent of Company to subject the Company Facilities or Customer Fibers to liability under any mechanics' or other lien law. If Customer receives notice that a lien has been or is about to be filed against the Company Facilities or Customer Fibers, or any action affecting title to the Company Facilities or Customer Fibers has been commenced on account of work done by or on behalf of, or materials furnished to or for Customer by such lienors, Customer will immediately give Company notice of such occurrence and if the lien is not removed within a reasonable time, as determined in Company's sole discretion, the same will constitute a material default by Customer under this Tariff.

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Chesapeake Fiber, LLC
111 Market Place, Suite 103
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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS**5.1 General**

The various types of Company service offerings are described below. Company services are billed at predetermined monthly rates. Recurring charges are billed in advance of the month in which service is performed. In addition, the optional features and any extraordinary installation costs other than recurring and non-recurring charges may apply as described herein. Customers requesting these services may subscribe to services on a month-to-month basis, or for terms of one (1) year or more. Customers subscribing to a term plan of one (1) year or more may receive a discount on charges for these arrangements. These discounts will be negotiated on an individual case basis. To the extent required, all arrangements will be filed with the Commission prior to service.

5.2 Service Offerings

Services are offered by the Carrier via its own facilities and/or the enterprise facilities of other carriers. Services are offered as one-way or two-way communications services, as specified. Special construction charges may apply in each case. Services may not be available to all Customers. Such services may not be accompanied by 411, 911 or other voice services. In addition to the charges specified for each service, additional charges may apply for transfers of data per month or at certain times in excess of certain thresholds. Carrier offers its services to enterprises and other carriers only. Carrier will not provide service to residential customers, nor will it provide voice grade service.

5.3 Ethernet Bandwidth Service

Ethernet Bandwidth Service is a high speed, data connection service which uses a shared backbone network to allow for the interconnection of local area networks (LANs) and devices utilizing the IP protocol. Ethernet Bandwidth Service delivers an IP interface conforming to Ethernet 802.3u standard to the customer's CPE device from the shared network. Transmission service over this connection range in bit rate of 50 to 1000 Mbps.

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 5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS
5.4 SONET Transport

SONET Transport is a private line service that provides high speed, synchronous optical fiber based, full duplex data transmission capabilities. The service is provisioned over the Company's SONET network and provides customers with SONET-based broadband access transport with the following capabilities:

	Transport Rate	End User Rate
OC-3	155.52 Mbit/s	150.336 Mbit/s
OC-12	622.08 Mbit/s	601.344 Mbit/s
OC-48	2488.32 Mbit/s	2.4 Gbps
OC-192	9953.28 Mbit/s	9.6 Gbps

5.5 Collocation Service

Collocation Service allows a Customer to place Customer's telecommunications equipment on the Company's premises, in designated locations and in Company's collocation spaces in LEC and offices, conditions permitting. Collocation Service shall be subject to the availability of appropriately sized and located space at such locations. The prices, terms and conditions of collocation shall be negotiated between the Company and Customer on a site-specific basis. The Company shall provide space that is appropriately conditioned for Customer's equipment, as well as primary and backup power, HVAC, and cross-connections to Company telecommunications equipment.

Consistent with the provisions of the Company's interconnection Tariffs with LECs and/or LECS' collocation tariffs, Customer may also place its equipment in the Company's collocation spaces in LEC end offices. Such collocation shall be subject to space availability, and to all the constraints and requirements imposed by the LEC at the LEC end office at which the collocation occurs.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.6 Customer Provided Equipment

Customer provided terminating equipment such as CSUs, multiplexers, and other terminating equipment may, at the Customer's request, be provided by the Customer, at the Customer's expense. Company makes no guarantees or warranties as to the performance of Customer provided equipment.

5.7 Dark Fiber

Dark Fiber Service is a Private Line Service which is customer monitored and provided on a multi-point basis between the following locations and can be provided with segments independent of the Incumbent Local Exchange Carrier's Local Network:

- (i) Customer designated premises
- (ii) Company designated POP and a customer designated POP

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Baltimore, Maryland 21202

5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.8 Contract Rates - Special Pricing Arrangements-ICB

5.8.1 Special Pricing Arrangements: In lieu of the rates otherwise set forth in this Tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Company's services may be established at negotiated rates on an ICB, taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other customers. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligation and regulation set forth in this Tariff shall be incorporated into, and become a part of, said contract, and shall be binding on Company and Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis. To the extent required, all special Pricing Arrangements, including ICB, shall be filed with the Commission.

5.8.2 Other Rates or Charges: In addition to any rate or charge established by the Company, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Company or directly by the local exchange company, at the Company's option.

5.9 Back Billing

Company shall be entitled to revise bills previously rendered to adjust for previously rendered unbilled service, or adjust upward a bill previously rendered, assuming that the Customer was aware of the unbilled services during the period the services were unbilled, for a period of six years after the service was rendered.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.10 Characterization of Rent for United States Federal Income Tax Purposes; Reporting.

5.10.1 Service Order will be treated as a true lease for United States federal income tax purposes, and the Service Order will constitute a Section 467 rental agreement as defined in Section 467(d) of the Code.

5.10.2 The Parties to a Service Order shall report Rent to the Internal Revenue Service in accordance with Section 5.10.3 of this Tariff.

5.10.3 Allocation of Rent: Rent represents total rent for the Lease Term and is to be allocated on a pro-rata basis to each Rental Period. Such allocation is intended to constitute an allocation of fixed rent within the meaning of Treasury Regulation Section 1.467-1(c)(2)(ii)(A).

5.11 Temporary Promotional Programs

The Company may establish temporary promotional programs, wherein it may waive or reduce recurring or non-recurring charges, to introduce a present or potential Customer to a service not previously received by the Customer. The terms of promotional programs will be filed with the Commission subject to the requirements of applicable law, except if the promotion is to reduce rates.

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6. RATES AND CHARGES

6.1 Rates

6.1.1 General Regulations

- A) Except as specifically indicated, the rates set forth in this section are for services where the originating and terminating points are on Company's existing network. In all other situations, special construction charges may apply in order to connect locations to Company's network.
- B) Services may be provided using one, or a combination of rate elements as outlined in this Tariff.
- C) Unless otherwise indicated, rates apply uniformly in all areas served by Company.

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111 Market Place, Suite 103
Baltimore, Maryland 21202

6. RATES AND CHARGES (Cont'd)6.1 Rates (Cont'd)6.1.2 Charges for Changes to Pending Orders, Service Rearrangements and Expedite Charges

From time to time, customers may request changes to pending orders, rearrangements to existing service, and order completion to standard intervals. In these cases, the Customer will be required to reimburse Company for the increased expenses incurred on an ICB.

6.1.3 Ethernet Bandwidth

Ethernet Bandwidth is offered on a minimum 30-day term. Month-to-Month rates are provided below. Rates for longer terms will be provided to customers on an ICB or as a CPA.

	<u>Monthly Recurring Fee per Service Drop</u>
50 Mbps	\$1,000.00
100 Mbps	\$2,000.00
200 Mbps	\$3,600.00
300 Mbps	\$5,400.00
400 Mbps	\$7,200.00
500 Mbps	\$9,000.00
600 Mbps	\$9,600.00
700 Mbps	\$11,200.00
800 Mbps	\$12,000.00
900 Mbps	\$13,500.00
1000 Mbps	\$15,000.00

Additional charges and costs associated with this service will be provided on an ICB or as a CPA and may include, but not be limited to: lateral construction costs, mileage charges to connect 24/7 Backbone to customer location(s), and equipment.

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111 Market Place, Suite 103
Baltimore, Maryland 21202

6. RATES AND CHARGES (Cont'd)**6.1 Rates (Cont'd)****6.1.4 SONET Transport**

SONET Transport is offered on a minimum 30-day term. Month-to-Month rates are provided below. Rates for longer terms will be provided to customers on an ICB or as a CPA.

6.1.4.1 Recurring Charges

<u>Circuit Size</u>	<u>Monthly Recurring Fee per Customer Service Drop</u>
OC-3	\$13,510.00
OC-12	\$15,923.60
OC-48	\$17,129.00
OC-192	\$24,550.40

Additional charges and costs associated with this service will be provided on an ICB or as a CPA and may include, but not be limited to: lateral construction costs, mileage charges to connect 24/7 Backbone to customer location(s), and equipment.

6.1.4.2 Non Recurring Charges

Location Design Connection Charge- ICB

Customer Connection Charge- ICB

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Chesapeake Fiber, LLC
111 Market Place, Suite 103
Baltimore, Maryland 21202

6. RATES AND CHARGES (Cont'd)

6.1 Rates (Cont'd)

6.1.5 Collocation Services

Rates, Terms and Conditions for collocation service shall be provided pursuant to an ICB.

6.1.6 Dark Fiber Services

Rates, Terms and Conditions for collocation service shall be provided pursuant to an ICB.

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111 Market Place, Suite 103
Baltimore, Maryland 21202