

FILE



90-9312-TP-TRT

17

December 14, 2010
Via Overnight Delivery

Renee' Jenkins
Secretary of Commission
Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43215-3793

PUCO

2010 DEC 15 AM 9:16

RECEIVED-DOCKETING DIV

RE: Local Tariff Revision for Sage Telecom, Inc.

Dear Ms. Jenkins:

Enclosed for filing are the original and three (3) copies of a local tariff revision filed on behalf of Sage Telecom, Inc. This filing grandfathers the ValuePlus Plan and makes text changes. The Company respectfully requests an effective date of December 15, 2010, for this filing.

Pages included in this filing are:

99 th Revised Page 2	Updates Check Sheet
72 nd Revised Page 3	Updates Check Sheet
2 nd Revised Page 13	Makes text changes
2 nd Revised Page 30.1	Adds grandfathering language
2 nd Revised Page 35	Makes text change

Please acknowledge receipt of this filing by returning file-stamped the extra copy of this cover letter in the self-addressed, stamped envelope enclosed for this purpose. Any question you may have regarding this filing may be directed to me at (407) 740-3006 or via email at croesel@tminc.com.

Sincerely,

Carey Roesel
Consultant to Sage Telecom, Inc.

CR/gv
Enclosures

cc: Andrew Karl - Sage Telecom
file: Sage Telecom - OH Local
tms: ohl1011

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.
Technician Date Processed **DEC 15 2010**

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS
(Effective: 01/18/2008)

In the Matter of the Application of Sage Telecom, Inc.
to Provide Local Exchange Services in Ohio

TRF Docket No. 90-9212-TP-TRF

Case No. - - **TP** -

NOTE: Unless you have reserved a Case # or are filing a Contract,
leave the "Case No" fields BLANK.

Name of Registrant(s) Sage Telecom, Inc.

DBA(s) of Registrant(s)

Address of Registrant(s) 3300 E. Renner Road, Suite 350, Richardson, Texas 75082-2800

Company Web Address www.sagetelecom.net

Regulatory Contact Person(s) Sherri Flatt

Phone 214-495-4847

Fax 214-495-4795

Regulatory Contact Person's Email Address sflatt@sagetelecom.net

Contact Person for Annual Report Sherri Flatt

Phone 214-495-4847

Address (if different from above)

Consumer Contact Information Jim Warren

Phone 972-747-4524

Address (if different from above)

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

Section I – Pursuant to Chapter 4901:11-6 OAC – Part I – Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below. CMRS providers: Please see the bottom of Section II.

NOTES: (1) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(2) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at www.puco.ohio.gov under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

Carrier Type <input type="checkbox"/> Other (explain below)	<input type="checkbox"/> ILEC	<input checked="" type="checkbox"/> CLEC	<input type="checkbox"/> CTS	<input type="checkbox"/> AOS/IOS
Tier 1 Regulatory Treatment				
Change Rates within approved Range	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)		
New Service, expanded local calling area, correction of textual error	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)		
Change Terms and Conditions, Introduce non-recurring service charges	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Introduce or Increase Late Payment or Returned Check Charge	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Business Contract	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)		
Withdrawal	<input type="checkbox"/> ATW 1-6-12(A) (Non-Auto)	<input type="checkbox"/> ATW 1-6-12(A) (Auto 30 days)		
Raise the Ceiling of a Rate	Not Applicable	<input type="checkbox"/> SLF 1-6-04(B) (Auto 30 days)		
Tier 2 Regulatory Treatment				
Residential - Introduce non-recurring service charges	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)		
Residential - Introduce New Tariffed Tier 2 Service(s)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	
Residential - Change Rates, Terms and Conditions, Promotions, or Withdrawal	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input checked="" type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	
Residential - Tier 2 Service Contracts	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	
Commercial (Business) Contracts	Not Filed	Not Filed	Not Filed	
Business Services (see "Other" below)	Detariffed	Detariffed	Detariffed	
Residential & Business Toll Services (see "Other" below)	Detariffed	Detariffed	Detariffed	

Section I – Part II – Certificate Status and Procedural

Certificate Status	ILEC	CLEC	CTS	AOS/IOS
Certification (See Supplemental ACE form)		<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)
Add Exchanges to Certificate	<input type="checkbox"/> ATA 1-6-09(C) (Auto 30 days)	<input type="checkbox"/> AAC 1-6-10(F) (0 day Notice)	CLECs must attach a current CLEC Exchange Listing Form	
Abandon all Services - With Customers	<input type="checkbox"/> ABN 1-6-11(A) (Non-Auto)	<input type="checkbox"/> ABN 1-6-11(A) (Auto 90 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Abandon all Services - Without Customers		<input type="checkbox"/> ABN 1-6-11(A) (Auto 30 days)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Change of Official Name (See below)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Change in Ownership (See below)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Merger (See below)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transfer a Certificate (See below)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transaction for transfer or lease of property, plant or business (See below)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Procedural				
Designation of Process Agent(s)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)

Section II – Carrier to Carrier (Pursuant to 4901:1-7), CMRS and Other

Carrier to Carrier	ILEC	CLEC		
Interconnection agreement, or amendment to an approved agreement	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)		
Request for Arbitration	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)		
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)		
Introduce or change access service pursuant to 07-464-TP-COI	<input type="checkbox"/> ATA (Auto 30 day)			
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC 1-7-04 or 1-7-05 (Non-Auto)	<input type="checkbox"/> UNC 1-7-04 or 1-7-05 (Non-Auto)		
Pole attachment changes in terms and conditions and price changes.	<input type="checkbox"/> UNC 1-7-23(B) (Non-Auto)	<input type="checkbox"/> UNC 1-7-05 (Non-Auto)		
CMRS Providers See 4901:1-6-15	<input type="checkbox"/> RCC [Registration & Change in Operations] (0 day)		<input type="checkbox"/> NAG [Interconnection Agreement or Amendment] (Auto 90 days)	
Other* (explain) _____				

*NOTE: During the interim period between the effective date of the rules and an Applicant's Detariffing Filing, changes to existing business Tier 2 and all toll services, including the addition of new business Tier 2 and all new toll services, will be processed as 0-day TRF filings, and briefly described in the "Other" section above.

All Section I and II applications that result in a change to one or more tariff pages require, at a minimum, the following exhibits. Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-14 Filing Requirements on the Commission's Web Page for a complete list of exhibits.

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

Section III. – Attestation

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

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, Sage Telecom, Inc., and am authorized to make this statement on its behalf.

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, 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 December 14, 2010 at Maitland, FL 32751.

December 14, 2010

*Carey Roesel
Consultant to Sage Telecom, Inc.

Date

**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, Carey Roesel, verify that I have utilized the Telecommunications Application Form for Routine Proceedings 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.

December 14, 2010

*Carey Roesel
Consultant to Sage Telecom, Inc.

Date

**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

Sage Telecom, Inc.

EXHIBIT A

Superseded Tariff Sheets

CHECK SHEET

Pages 1 through 61, inclusive of this Tariff are effective as of the date shown. Revised sheets as named below contain all changes from the original tariff that are in effect on the date thereof.

<u>Page</u>	<u>Number of Revisions Except as Indicated</u>		<u>Page</u>	<u>Number of Revisions Except as Indicated</u>	
1	First		29.1	Fifth	
2	Ninety-Eighth	*	29.2	Fourth	
3	Seventy-First	*	29.3	Fifth	
4	First		29.4	Fourth	
5	First		29.5	Fifth	
6	Original		29.6	First	
7	Third		29.7	Fourth	
7.1	Original		29.8	Fourth	
8	First		29.9	Third	
8.1	Original		29.10	Fourth	
9	First		29.11	Third	
9.1	Original		29.12	Third	*
10	Fourth		29.13	Fourth	
11	Third		30	Tenth	*
11.1	Original		30.1	First	
12	Original		30.2	First	
13	First		30.3	Original	*
14	Original		31	Seventeenth	*
15	Second				
16	Sixth				
16.1	Original				
17	Second				
18	Fourth				
19	First				
20	Second				
21	Fourth				
22	Second				
23	Second				
23.1	Fourth				
24	First				
25	Original				
26	Original				
27	Original				
28	Eighth				
29	Sixth				

*New or revised filing

Issued: November 29, 2010

Effective: November 29, 2010

Issued By:
John Debus
Sr. Vice President, CFO, Treasurer
Sage Telecom, Inc.
3300 E. Renner Road, Suite 350
Richardson, Texas 75082-2800

OHL1010

CHECK SHEET (cont'd)

<u>Page</u>	<u>Number of Revisions Except as Indicated</u>		<u>Page</u>	<u>Number of Revisions Except as Indicated</u>	
31.1	Second	*	55.1	Tenth	*
31.2	Third	*	55.2	Fifth	
31.3	Fifth	*	55.3	Sixth	
31.4	Third	*	55.4	Third	
31.5	Original	*	55.5	Sixth	
32	Fifth		55.6	Third	
33	Original		55.7	Fourth	
34	First		55.8	Second	
35	First		55.9	Fourth	
36	Second		55.10	Sixth	
36.1	First		55.10.1	First	
37	Original		55.11	Second	
38	Original		55.12	Third	
39	Original		55.13	Sixth	
40	Original		56	Seventeenth	
41	Second		56.1	Third	
42	Original		57	Tenth	
43	Original		58	Fifth	*
44	Third		58.1	Original	
45	Third		59	Sixth	
46	Second		60	Sixth	
47	Second		61	Fourth	
48	Second				
49	Fifth				
50	Third				
51	Second				
52	Third				
53	First				
54	First				
55	Twelfth				

*New or revised filing.

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SECTION 2 - RULES AND REGULATIONS (cont'd)

2.4. Liabilities of Sage (cont'd)

- 2.4.11. With respect to the services, materials and equipment provided hereunder, Sage makes no promises, agreements, understandings, representations or warranties, expressed or implied, and hereby expressly disclaims all warranties, expressed or implied, not stated in this Tariff, and in particular disclaims all warranties of merchantability and fitness for a particular purpose.
- 2.4.12. In the event the Company omits a customer's listing from the white pages of the telephone directory or lists an incorrect telephone number, the company shall issue the customer a credit for the equivalent of not less than three months' regulated local service charges. Such credit shall not apply in cases where the subscriber has provided such listing information after the deadline for directory publication. The subscriber shall be given the option of taking the credit or pursuing other remedies.

2.5 Responsibilities of the Customer

- 2.5.1. Customers have certain rights and responsibilities under the Minimum Telephone Service Standards (Ohio Adm. Code 4901:1-5)(MTSS). These safeguards can be found in the Appendix to Ohio Adm. 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.

(AT)
|
(AT)

The Customer must initiate a service order pursuant to Section 2.6 of this Tariff.

- 2.5.2. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by Sage, except upon the written consent of Sage. The equipment Sage provides or installs at the Customer premises for use in connection with the service Sage offers shall not be used for any purpose other than for which it was provided.
- 2.5.3. The Customer shall ensure that the equipment and/or system is properly interfaced with Sage's facilities or service. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Sage will permit such equipment to be connected with its channels without the use of protective interface devices.
- 2.5.4. The Customer shall be responsible for securing its telephone equipment against being used to place fraudulent calls using Sage's service. The Customer shall be responsible for payment of all applicable charges for services provided by Sage and charged to the Customer's accounts. Service will only be disconnected pursuant to MTSS Rules 4901:1-5-17(E) and (G).
- 2.5.5. Sage shall be indemnified and held harmless by the Customer against claims of libel, slander, or the infringement of copyright, or for the unauthorized use of any trademark, trade name, or service mark, arising from the material transmitted over Sage's service, against claims for infringement of patents arising from, combining with, or using in connection with, service, Sage's apparatus and systems of the Customer; against all other claims arising out of any act or omission of the member in connection with Sage's service. The Customer shall be liable for:

SECTION 3 - DESCRIPTION OF SERVICES (cont'd)**3.1. Local Exchange Telecommunications Services (cont'd)****3.1.4. Local Service Plans (cont'd)****3.1.4.A. Residential (cont'd)****21. ValuePlus Plan***

The ValuePlus Plan includes the following bundle of services:

- Basic Local Exchange Service, including unlimited local voice calling
- Caller ID Service – Free
- A choice of all of the following Custom Calling Features – Free:
 - Call Waiting Call Screen
 - Speed Calling 8 Call Forwarding
 - Three-Way Calling Automatic Callback
 - Wait & See

Eligibility: This plan is available to residential customers only. Customers must choose Sage as their intraLATA toll and interLATA long distance carrier to receive the free minutes of Sage 1+ long distance minutes each month.

22. PremierCall Plan***(T)**

The PremierCall Plan includes the following bundle of services:

- Basic Local Exchange Service, including unlimited local voice calling
- Caller ID Service – Free
- The following Custom Calling Features – Free:
 - Call Waiting Call Screen
 - Speed Calling 8 Call Forwarding
 - Three-Way Calling Automatic Callback
 - Wait & See

Eligibility: Effective July 1, 2010 this plan is no longer available for new customers. Residential customers with this service prior to July 1, 2010 will be grandfathered. This plan is available to residential customers only.

(AT)**|****(AT)**

*This service can only be purchased in conjunction with non-regulated and/or detariffed services.

SECTION 3 - DESCRIPTION OF SERVICES (cont'd)

3.1. Local Exchange Telecommunications Services (cont'd)**3.1.6. Operator Assisted Services (cont'd)**

3.1.6.D. Busy Line Verification and Line Interrupt Service - Upon request of a calling party, the Company will verify a busy condition on a called line.

1. The operator will determine if the line is clear or in use and report to the calling party.
2. The operator will interrupt the call on the called line only if the calling party indicates an emergency.
3. A charge will apply when:
 - (a) The operator verifies that the line is busy.
 - (b) The operator verifies that the line is available for incoming calls.
 - (c) The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption
4. No charge will apply:
 - (a) When the calling party advises that the call is to or from an official public emergency agency.
 - (b) Under conditions other than those specified within, preceding.
5. Busy verification and interrupt service is furnished where and to the extent that facilities permit. The Customer shall identify and save Sage harmless against all claims that may arise from either party to the interrupted call or any person.

3.1.7. Telephone Directory Service - Sage, through its interconnection agreement with AT&T Ohio, will provide telephone directory services to its Customers. This includes listings in AT&T Ohio's White Pages directory and directory assistance database. The following telephone directory services are offered:

(CT)
(CT)

3.1.7.A. Primary Listing - Primary directory listing, at no charge, in both AT&T Ohio White Pages and Directory Assistance database. The listing is the actual name of the customer to whom the service is rendered, with the following exceptions:

(CT)

1. For residential customers, the listing may be in the name of a member of the customer's family or household. A dual name listing may be provided for two (2) persons who share the same surname and reside at the same address (i.e., John and Jane Doe), or for a person known by two first names.
2. For business customers, the listing may be in the name of the business or of a member, officer, employee, or representative of the business. The listing may also include the name of a division, branch or department.
3. In the case of a business line operating at a residence, a dual name listing may be provided as described in #1 above.

Sage Telecom, Inc.

EXHIBIT B

Proposed Tariff Sheets

CHECK SHEET

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9.1	Original		29.12	Third	
10	Fourth		29.13	Fourth	
11	Third		30	Tenth	
11.1	Original		30.1	Second	*
12	Original		30.2	First	
13	Second	*	30.3	Original	
14	Original		31	Seventeenth	
15	Second				
16	Sixth				
16.1	Original				
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35	Second	55.9	Fourth
36	Second	55.10	Sixth
36.1	First	55.10.1	First
37	Original	55.11	Second
38	Original	55.12	Third
39	Original	55.13	Sixth
40	Original	56	Seventeenth
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42	Original	57	Tenth
43	Original	58	Fifth
44	Third	58.1	Original
45	Third	59	Sixth
46	Second	60	Sixth
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48	Second		
49	Fifth		
50	Third		
51	Second		
52	Third		
53	First		
54	First		
55	Twelfth		

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SECTION 2 - RULES AND REGULATIONS (cont'd)

2.4. Liabilities of Sage (cont'd)

- 2.4.11. With respect to the services, materials and equipment provided hereunder, Sage makes no promises, agreements, understandings, representations or warranties, expressed or implied, and hereby expressly disclaims all warranties, expressed or implied, not stated in this Tariff, and in particular disclaims all warranties of merchantability and fitness for a particular purpose.

In the event the Company omits a customer's listing from the white pages of the telephone directory or lists an incorrect telephone number, the company shall issue the customer a credit for the equivalent of not less than three months' regulated local service charges. Such credit shall not apply in cases where the subscriber has provided such listing information after the deadline for directory publication.

(CT)

(RT)

2.5 Responsibilities of the Customer

- 2.5.1. Customers have certain rights and responsibilities under the Minimum Telephone Service Standards (Ohio Adm. Code 4901:1-5)(MTSS). These safeguards can be found in the Appendix to Ohio Adm. 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.

The Customer must initiate a service order pursuant to Section 2.6 of this Tariff.

- 2.5.2. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by Sage, except upon the written consent of Sage. The equipment Sage provides or installs at the Customer premises for use in connection with the service Sage offers shall not be used for any purpose other than for which it was provided.
- 2.5.3. The Customer shall ensure that the equipment and/or system is properly interfaced with Sage's facilities or service. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Sage will permit such equipment to be connected with its channels without the use of protective interface devices.
- 2.5.4. The Customer shall be responsible for securing its telephone equipment against being used to place fraudulent calls using Sage's service. The Customer shall be responsible for payment of all applicable charges for services provided by Sage and charged to the Customer's accounts. Service will only be disconnected pursuant to MTSS Rules 4901:1-5-17(E) and (G).
- 2.5.5. Sage shall be indemnified and held harmless by the Customer against claims of libel, slander, or the infringement of copyright, or for the unauthorized use of any trademark, trade name, or service mark, arising from the material transmitted over Sage's service, against claims for infringement of patents arising from, combining with, or using in connection with, service, Sage's apparatus and systems of the Customer; against all other claims arising out of any act or omission of the member in connection with Sage's service. The Customer shall be liable for:

SECTION 3 - DESCRIPTION OF SERVICES (cont'd)**3.1. Local Exchange Telecommunications Services (cont'd)****3.1.4. Local Service Plans (cont'd)****3.1.4.A. Residential (cont'd)****21. ValuePlus Plan***

The ValuePlus Plan includes the following bundle of services:

- Basic Local Exchange Service, including unlimited local voice calling
- Caller ID Service – Free
- A choice of all of the following Custom Calling Features – Free:
 - Call Waiting Call Screen
 - Speed Calling 8 Call Forwarding
 - Three-Way Calling Automatic Callback
 - Wait & See

Eligibility: Effective December 15, 2010 this plan is no longer available for new customers. Residential customers with this service prior to December 15, 2010 may remain on this plan. This plan is available to residential customers only. Customers must choose Sage as their intraLATA toll and interLATA long distance carrier to receive the free minutes of Sage 1+ long distance minutes each month.

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22. PremierCall Plan*

The PremierCall Plan includes the following bundle of services:

- Basic Local Exchange Service, including unlimited local voice calling
- Caller ID Service – Free
- The following Custom Calling Features – Free:
 - Call Waiting Call Screen
 - Speed Calling 8 Call Forwarding
 - Three-Way Calling Automatic Callback
 - Wait & See

Eligibility: Effective July 1, 2010 this plan is no longer available for new customers. Residential customers with this service prior to July 1, 2010 will be grandfathered. This plan is available to residential customers only.

*This service can only be purchased in conjunction with non-regulated and/or detariffed services.

SECTION 3 - DESCRIPTION OF SERVICES (cont'd)

3.1. Local Exchange Telecommunications Services (cont'd)**3.1.6. Operator Assisted Services (cont'd)**

3.1.6.D. Busy Line Verification and Line Interrupt Service - Upon request of a calling party, the Company will verify a busy condition on a called line.

1. The operator will determine if the line is clear or in use and report to the calling party.
2. The operator will interrupt the call on the called line only if the calling party indicates an emergency.
3. A charge will apply when:
 - (a) The operator verifies that the line is busy.
 - (b) The operator verifies that the line is available for incoming calls.
 - (c) The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption
4. No charge will apply:
 - (a) When the calling party advises that the call is to or from an official public emergency agency.
 - (b) Under conditions other than those specified within, preceding.
5. Busy verification and interrupt service is furnished where and to the extent that facilities permit. The Customer shall identify and save Sage harmless against all claims that may arise from either party to the interrupted call or any person.

3.1.7. Telephone Directory Service - Sage, through its interconnection agreement with AT&T Ohio, will supply subscriber list information to AT&T Ohio for the purpose of providing telephone directory services to its Customers. This includes listings in AT&T Ohio's White Pages directory and directory assistance database. The following telephone directory services are offered:

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3.1.7.A. Primary Listing - Primary directory listing, at no charge, in both AT&T Ohio White Pages and Directory Assistance database. The listing is the actual name of the customer to whom the service is rendered, with the following exceptions:

1. For residential customers, the listing may be in the name of a member of the customer's family or household. A dual name listing may be provided for two (2) persons who share the same surname and reside at the same address (*i.e.*, John and Jane Doe), or for a person known by two first names.
2. For business customers, the listing may be in the name of the business or of a member, officer, employee, or representative of the business. The listing may also include the name of a division, branch or department.
3. In the case of a business line operating at a residence, a dual name listing may be provided as described in #1 above.

Sage Telecom, Inc.

EXHIBIT C

Description of Tariff Change

This filing grandfathers the ValuePlus Plan