

RECEIVED-DOCKETING DIV

90-9212-TP-TRF

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PUCO

December 17, 2008 Via Overnight Delivery

Secretary of Commission

Columbus, Ohio 43215-3793

180 East Broad Street

Public Utilities Commission of Ohio

2600 Maitland Center Pkwy.

Suite 300

Maitland, FL 32751

P.O. Drawer 200

Winter Park, FL

32790-0200

Tel:

407-740-8575

407-740-0613

RE: Local Tariff Revision for Sage Telecom, Inc.

www.tminc.com

Dear Ms. Jenkins:

Renee' 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 updates the definitions section; removes expired promotions; updates limitations language; and makes other various textual changes. The Company respectfully requests an effective date of December 18, 2008, for this filing.

Pages included in this filing are:

_	
74 th Revised Page 2	Updates Check Sheet
55 th Revised Page 3	Updates Check Sheet
2 nd Revised Page 7	Updates definitions
Original Page 7.1	Updates definitions
1 st Revised Page 8	Updates definitions
Original Page 8.1	Updates definitions
1 st Revised Page 9	Updates definitions
Original Page 9.1	Updates definitions
3 rd Revised Page 10	Adds limitations language
2 nd Revised Page 11	Adds limitations language; moves text
Original Page 11.1	Relocates text; adds limitations language
2 nd Revised Page 17	Removes text
3 rd Revised Page 21	Removes text
1 st Revised Page 22	Removes text; makes textual changes
5 th Revised Page 32	Updates non-recurring service charges section
2" Revised Page 41	Makes text change
9 th Revised Page 55	Removes promotions
4" Revised Page 55.1	Removes promotions
4 th Revised Page 55.2	Removes promotions
5th Revised Page 55.3	Removes promotions
1 st Revised Page 55.4	Removes promotions
5 th Revised Page 55.5	Removes promotions
3" Revised Page 55.6	Removes promotions
4 th Revised Page 55.7	Removes promotions
2 nd Revised Page 55.8	Removes promotions
1 st Revised Page 55.13	Removes promotions
16 ^m Revised Page 56	Adds footnote
4th Revised Page 59	Adds footnote
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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 /2

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/gs Enclosures

cc: Andrew Karl – Sage Telecom

file: Sage Telecom - OH Local

tms: ohl0818

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

In the Matter of the Application of Sage Telecor	m. Inc.	TRF Docket No. 90-	-9212-TP-TRF	
to Provide Local Exchange Services in Ohio)	Case No	-9212-TP-TRFTP e reserved a Case # or are of the BLANK.	To by
	ý	NOTE: Unless you have	reserved a Case # or are	ding a Contract,
	,	leave the "Case No" fiel	ds BLANK.	
Name of Registrant(s) Sage Telecom, Inc.				0 3 3
DBA(s) of Registrant(s)				ا به ص
Address of Registrant(s) 805 Central Expressw		len, Texas 75013-2789	2	دن ک
Company Web Address www.sagetelecom.net				
Regulatory Contact Person(s) Sherri Flatt		Phone <u>214-4</u>	<u>95-4847</u> Fax <u>214-</u>	<u> 195–4795</u>
Regulatory Contact Person's Email Address sf	latt@sagetelecom.net			
Contact Person for Annual Report Sherri Flatt			Phone <u>21</u> -	<u>4-495-4847</u>
Address (if different from above)				
Consumer Contact Information <u>Jim Warren</u>			Phone <u>97</u>	<u>2-747-4524</u>
Address (if different from above)				
Motion for protective order included with filing	g? ∐ Yes ⊠ No			_
Motion for waiver(s) filed affecting this case?	☐ Yes ☒ No [Note:	: Waivers may toll any	automatic timeframe.	J
Section I Durament to Chanter 4001.11	LCOAC Down I	Nanga indianta tha C	Taurday Tuma and 4h	o managam fam
Section I – Pursuant to Chapter 4901:11			• •	
submitting this form by checking the bo NOTES: (1) For requirements for various application	<u>-</u>			
application form noted.	ons, see the taentifiea secti	on of Onio Auministratio	ve Coue section 4501 una	лог ин вирриетении
(2) Information regarding the number of copies req	uired hu the Commission s	now he obtained from the	Commission's meh site at	unun nuco obio con
under the docketing information system section, by	*	*		-
of the Commission.	on the state of th		, , , , , , , , , , , , , , , , , , ,	
•				
Carrier Type Other (explain below)	☐ ILEC	⊠ CLEC	□стs	☐ AOS/IOS
Tier 1 Regulatory Treatment		□ □ CLLC		Li Aconco
	TRF 1-8-04(B)	TRF 1-6-04(B)		
Change Rates within approved Range	(0 day Notice)	(0 day Notice)		
New Service, expanded local calling	ZTA <u>1-6-04(B)</u>	ZTA <u>1-6-04(B)</u>		
area, correction of textual error	(0 day Notice)	(0 day Notice)		
Change Terms and Conditions,	ATA <u>1-6-04(B)</u>	ATA <u>1-6-04(B)</u> (Auto 30 days)		
Introduce non-recurring service charges Introduce or Increase Late Payment or	(Auto 30 days) ATA 1-6-04(B)	☐ ATA <u>1-6-04(B)</u>		
Returned Check Charge	(Auto 30 days)	(Auto 30 days)		
	☐ CTR 1-6-17	CTR 1-6-17		
Business Contract	(0 day Notice)	(0 day Notice)		
Withdrawal	☐ ATW <u>1-6-12(A)</u>	ATW <u>1-6-12(A)</u>		
	(Non-Auto)	(Auto 30 days) SLF <u>1-6-04(B)</u>		
Raise the Ceiling of a Rate	Not Applicable	(Auto 30 days)		
Tier 2 Regulatory Treatment	<u>, ' , , ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' '</u>			
Residential - Introduce non-recurring	☐ TRF <u>1-6-05(E)</u>	☐ TRF <u>1-6-05(E)</u>		
service charges	(0 day Notica)	(0 day Notice)		
Residential - Introduce New Tariffed Tier	☐ TRF <u>1-6-05(C)</u>	TRF 1-6-05(C)	☐ TRF <u>1-6-05(C)</u>	
2 Service(s)	(0 day Notice)	(0 day Notice)	(0 day Notice)	
Residential - Change Rates, Terms and	☐ TRF <u>1-6-05(E)</u>	☑ TRF <u>1-6-05(E)</u>	☐ TRF <u>1-6-05(E)</u>	
Conditions, Promotions, or Withdrawal	(0 day Notice)	(0 day Notice)	(0 day Notice)	
Residential - Tier 2 Service Contracts	☐ CTR <u>1-6-17</u> (0 day Notice)	CTR <u>1-6-17</u> (0 day Notice)	CTR <u>1-6-17</u> (0 day Notice)	
Commercial (Business) Contracts	Not Filed	Not Filed	Not Filed	
Business Services (see "Other" below)	Detariffed	Detariffed	Detariffed	
Residential & Business Toll Services	Detariffed	Detariffed	Detariffed	
(see "Other" below)			L	

Section I - Part II - Certificate Status and Procedural

	, , , , , , , , , , , , , , , , , , , ,			
Certificate Status	ILEC	CLEC	CTS	AOS/IOS
Certification (See Supplemental ACE form)		ACE <u>1-6-10</u> (Auto 30 days)	☐ ACE <u>1-6-10</u> (Auto 30 days)	ACE <u>1-6-10</u> (Auto 30 days)
Add Exchanges to Certificate	☐ ATA <u>1-6-09(C)</u> (Auto 30 days)	AAC <u>1-6-10(F)</u> (0 day Notice)	CLECs must attach a c Exchange Listing Form	
Abandon all Services - With Customers	☐ ABN <u>1-6-11(A)</u> (Non-Auto)	☐ ABN <u>1-6-11(A)</u> (Auto 90 day)	ABN <u>1-6-11(B)</u> (Auto 14 day)	ABN <u>1-6-11(B)</u> (Auto 14 day)
Abandon all Services - Without Customers		ABN <u>1-6-11(A)</u> (Auto 30 days)	ABN <u>1-6-11(8)</u> (Auto 14 day)	☐ ABN <u>1-6-11(B)</u> (Auto 14 day)
Change of Official Name (See below)	ACN <u>1-6-14(8)</u> (Auto 30 days)	ACN <u>1-6-14(B)</u> (Auto 30 days)	CIO <u>1-6-14(A)</u> (0 day Notice)	☐ CIO <u>1-6-14(A)</u> (0 day Notice)
Change in Ownership (See below)	☐ ACO <u>1-6-14(B)</u> (Auto 30 days)	ACO <u>1-6-14(B)</u> (Auto 30 days)	☐ CIO <u>1-6-14(A)</u> (0 day Notice)	☐ CIO <u>1-6-14(A)</u> (0 day Notice) (
Merger (See below)	☐ AMT <u>1-6-14(B)</u> (Auto 30 days)	AMT <u>1-6-14(B)</u> (Auto 30 days)	CIO <u>1-6-14(A)</u> (0 day Notice)	CIO <u>1-6-14(A)</u> (0 day Notice)
Transfer a Certificate (See below)	ATC <u>1-6-14(B)</u> (Auto 30 days)	☐ ATC <u>1-6-14(B)</u> (Auto 30 days)	CIO <u>1-6-14(A)</u> (0 day Notice)	CIO <u>1-6-14(A)</u> (0 day Notice)
Transaction for transfer or lease of property, plant or business (See below)	☐ ATR <u>1-6-14(B)</u> (Auto 30 days)	☐ ATR <u>1-6-14(B)</u> (Auto 30 days)	☐ CIO <u>1-6-14(A)</u> (0 day Notice)	CIO <u>1-6-14(A)</u> (0 day Notice)
<u>Procedural</u>			· · · · · · · · · · · · · · · · · · ·	L
Designation of Process Agent(s)	☐ TRF (0 day Notice)	TRF (0 day Notice)	☐ TRF (0 day Notice)	TRF (0 day Notice)
Section II - Carrier to Carrier (Pursuant to 4901:1-7), CMRS and Other				
Carrier to Carrier	ILEC	CLEC	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Encourage of the second
Interconnection agreement, or amendment to an approved agreement	NAG <u>1-7-07</u> (Auto 90 day)	☐ NAG <u>1-7-07</u> (Auto 90 day)		
Request for Arbitration	ARB <u>1-7-09</u> (Non-Auto)	☐ ARB <u>1-7-09</u> (Non-Auto)		
Introduce or change c-t-c service tariffs,	☐ ATA <u>1-7-14</u> (Auto 30 day)	☐ ATA <u>1-7-14</u> (Auto 30 day)		
Introduce or change access service pursuant to 07-464-TP-COI	ATA (Auto 30 day)			
Request rural carrier exemption, rural carrier supension or modifiction	UNC <u>1-7-04</u> or (Non-Auto) <u>1-7-05</u>	UNC <u>1-7-04</u> or (Non-Auto) 1-7-05		
Pole attachment changes in terms and conditions and price changes.	UNC 1-7-23(B) (Non-Auto)	UNC <u>1-7-05</u> (Non-Auto)		**
<u>CMRS Providers</u> See <u>4901:1-6-15</u>	RCC [Registration & Change in Operations] (0 day) NAG [Interconnection Agreement or Amendment] (Auto 90 days)		ment or Amendment]	
Other* (evoluin)				

*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.

Сощина	aton's view 1 age for a complete list of exhibits.
Exhibit	Description:
Α	The tariff pages subject to the proposed change(s) as they exist before the change(s)
В	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
С	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).

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 17, 2008 at Maitland, FL 32751.

*Carcy Rocsel Date

Consultant to Sage Telecom, Inc.

*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, <u>Carey Roesel</u>, 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.

*Carey Roesel

Consultant to Sage Telecom, Inc.

December 17, 2008

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>	Number of Revisions Except as Indicated
1	Original
2 3 4 5 6	Seventy-Third*
3	Fifty-Fourth*
4	First First
6	Original
7	First
8	Original
9	Original
10	Second
11 12	First
12	Original First
14	Original
15	First
16	Sixth
16.1	Original
17	First
18 19	Third
20	Original Original
21	Second
22	Original
23	Second
23.1	Third
24	First
25 26	Original
20 27	Original Original
28	Eighth
29	Sixth
29.1	Fifth
29.2	Fourth
29.3	Fifth
29.4 29.5	Fourth Fifth
29.6	Original
29.7	Third
29.8	Third
29.9	Second
29.10	Third
29.11	Second
29.12 29.13	Second Third
30	Fifth*
<i>V</i> •	a Breez

^{*}New or revised filing

Issued: December 16, 2008

54th Revised Page No. 3 Cancels 53rd Revised Page No. 3

CHECK SHEET (cont'd)

Page	Number of Revisions
	Except as Indicated
31 32	Tenth
33	Fourth Original
34	First
35	First
36	Second
36.1	First
37	Original
38	Original
39 40	Original Original
41	First
42	Original
43	Original
44	First
45	Third*
46	Second*
47	Second
48	Second
49	Fifth
50	Third
51	Second
52	Second
53	First
54	First
55	Eighth
55.1	Third
55.2	Third
55.3	Fourth
55.4	Original
55.5	Fourth
55.6	Second
55.7	Third
55.8	First
55.9	Second
55.10	Third
55.10.1	Original
55.11	First
55,12	First
55.13	Original
56	Fifteenth
56.1	Third
57	Ninth
58	Second
59	Third
60	Sixth
61	Fourth
•	

*New or revised filing.

Issued: December 16, 2008

SECTION 1 - DEFINITIONS

Account - Either a Customer's physical location or individual Service represented by a unique account number within the Billing Hierarchy. Multiple Services each with a unique account number may be part of one physical location.

<u>Alternative Local Exchange Carrier ("ALEC")</u> or Competitive Local Exchange Carrier ("CLEC") - means any entity or person providing local exchange services in competition with an ILEC or LEC.

<u>Application for Service</u> - The Sage order process that includes technical, billing and other descriptive information provided by the Customer that allows Sage to provide requested communications Services for the Customer and Customer's Authorized Users. Upon acceptance by Sage, the Application for Service becomes a binding contract between the Customer and Sage for the provision and acceptance of Services.

<u>Authorization Code</u> - A multi-digit code that enables a Customer to access Sage's network and enables Sage to identify the Customer's use for proper billing. Also called a Personal Identification Code or PIN.

<u>Authorized User</u> - A person, firm, or corporation, who is authorized by the Customer to be connected to the Service of the Customer.

<u>Basic Local Exchange Service</u> – Basic Local Exchange Service means end user access to and usage of telephone company-provided services that enable a customer, over the primary line serving the customer's premises, to originate or receive voice communications within a local service area. Basic Local Exchange Service is further defined in OH Rule 4901:1-6-01.

(AT) | | (AT)

<u>Billing Hierarchy</u> - Allows Customers to combine multiple accounts and Services into a single billing structure. Customers can choose whether to have all Services invoiced together, invoiced separately, or in any combination thereof. In addition, the Customer may specify where the invoices are to be sent and who is to receive them.

<u>Business Hours</u> - The phrase "business hours" means the time after 8:15 A.M. and before 5:00 P.M. CST, Monday through Friday excluding holidays.

<u>Business Office</u> - The phrase "business office" means the primary location where the business operations of Sage are performed and where a copy of Sage's tariff is made available for public inspection. The address of the business office is 805 Central Expressway South, Suite 100, Allen, Texas 75013-2789.

<u>Called Station</u> - The terminating point of a call (i.e., the called number).

<u>Calling Station</u> - The originating point of a call (i.e., the calling number).

Calling Area - A specific geographic area so designated for the purpose of applying a specified rate structure.

Carrier - The term "Carrier" means Sage.

Issued: June 13, 2008

<u>Central Office</u> - A Local Exchange Carrier's office where a Customer's lines are terminated for the purpose of offering local telephone service and to connect with interexchange carriers.

Competitive Local Exchange Carrier ("CLEC") or Alternative Local Exchange Carrier ("ALEC") - means any entity or person providing local exchange services in competition with an ILEC or LEC.

Commission - Public Utilities Commission of Ohio (PUCO)

Effective: June 13, 2008

Effective: June 23, 2003

SECTION 1 - DEFINITIONS (cont'd)

Company - The term "Company" means Sage.

<u>Customer</u> - The person, firm, company, corporation, or other entity, having a communications requirement of its own that is responsible for the payment of charges and for compliance with this Tariff. See "End User".

<u>Customer-Provided Equipment</u> - Telecommunications equipment provided by a Customer used to originate calls using Sage's service located at the originating location.

<u>Day</u> - The term "day" means 8:00 A.M. to, but not including, 5:00 P.M. local time at the originating city, Monday through Friday, excluding Company specific holidays.

<u>Delinquent or Delinquency</u> - An account for which payment has not been made in full on or before the last day for timely payment.

<u>Digital Transmission</u> - Information transmitted in the form of digitally encoded signals.

<u>End User</u> - The ultimate user of the telecommunications services and who orders service and is responsible for payment of charges due in compliance with the Company's price list regulations. See "Customer".

<u>Exchange Area</u> - A geographically defined area wherein the telephone industry through the use of maps or legal descriptions sets down specified area where individual telephone exchange companies hold themselves out to provide communications services.

<u>Facility (or Facilities)</u> - Any item or items of communications plant or equipment used to provide or connect to Sage Services.

FCC - Federal Communications Commission.

Holiday - The term "holiday" means 8:00 A.M. to, but not including, 11:00 P.M. local time at the originating city on all Company-specific holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. When holidays fall on Saturdays or Sundays, the holiday rate applies unless a larger discount would normally apply.

<u>Incumbent Local Exchange Carrier</u> ("ILEC") or Local Exchange Carrier ("LEC") - is any local exchange carrier that was as of February 8, 1996 deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. 69.601(b) of the FCC's regulations.

<u>Incomplete Call</u> - Any call where voice transmission between the calling party and the called station is not established (i.e., busy, no answer, etc.).

<u>Interexchange Carrier ("IXC")</u> - A common carrier that provides long distance domestic and international communication services to the public.

Local Access Transport Area ("LATA") - The phrase "Local Access Transport Area" means a geographical area established by the U.S. District Court for the District of Columbia in <u>United States v. Western Electric Co., Inc.</u>, 552 F. Supp. 131 (D.D.C. 1982), within which a local exchange company provides communication services.

Issued: May 22, 2003

<u>SECTION I – DEFINITIONS</u> (cont'd)

Local Exchange Company ("LEC") - A company that furnishes local exchange telephone services.

<u>Local Exchange Service</u> - is an arrangement which connects the residential End User's location to the LEC's network switching center, thereby allowing End User to transmit and receive local calls within the End User's local calling area, or mandatory expanded area service (EAS) area, as defined by State commissions or, if not defined by State commission, then defined in the LEC's State Tariffs.

Location - A physical premise to or from which Sage provides Service.

 \underline{NXX} - The designation for the first three digits of a local telephone number where N represents 2-9 and X represents 0-9.

Night/Weekend - The words "night/weekend" mean 11:00 P.M. to, but not including, 8:00 A.M. local time in the originating city, all day on Saturday, and all day Sunday, except from 5:00 P.M. to, but not including, 11:00 P.M.

Non-Business Hours - The phrase "non-business hours" means the time period after 5:00 P.M. and before 8:15 A.M., Monday through Friday, all day Saturday, Sunday, and on holidays.

NPA - An area code, otherwise called numbering plan area.

Other Common Carrier - The term "other common carrier" denotes a specialized or other type of common carrier authorized by the Federal Communications Commission to provide domestic or international communications services.

Premises - A building or buildings on contiguous property (except railroad rights-of-way, etc.).

<u>Primary Interexchange Carrier ("PIC")</u> - The interexchange carrier to which a switched access line is presubscribed.

<u>Regular Billing</u> - A standard bill sent in the normal monthly Sage billing cycle. This billing consists of one bill for each account assigned to the Customer with explanatory detail showing the derivation of the charges.

Residential Service - The phrase "residential service" means telecommunication services used primarily as non-business service.

Services - Sage's regulated common carrier communications services provided under this Tariff.

Subscriber - The term "Customer" is synonymous with the term "subscriber".

Switch - The term "switch" denotes an electronic device that is used to provide circuit sharing, routing, and control.

<u>Timely Payment</u> - A payment on a Customer's account made on or before the due date.

<u>Underlying Carrier</u> - A provider of interstate and intraLATA telecommunications services from whom Sage acquires services that it resells to Customers

Issued: May 22, 2003 Effective: June 23, 2003

SECTION 2 - RULES AND REGULATIONS

2.1. Undertaking of Sage

- 2.1.1. Sage undertakes to provide local exchange and interexchange telecommunications services within the State of Ohio on the terms and conditions and at the rates and charges specified herein. The Company's intrastate interexchange services are only provided to customer's subscribed to the Company's local exchange services.
- 2.1.2. Sage installs, operates and maintains the communication Services provided hereunder in accordance with the terms and conditions set forth under this Tariff.
- 2.1.3. Sage's Services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

2.2. Use of Service

- 2.2.1. Services provided under this Tariff may be used only for the transmission of communications in a manner consistent with the terms of this Tariff and regulations of the Federal Communications Commission.
- 2.2.2. Services provided under this Tariff shall not be used for unlawful purposes. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such services are being used in violation of the law or provision of this Tariff consistent with the requirements and procedures in compliance with MTSS Rules 4901-1-5-06 and 4901-1-5-17.

2.3. Limitations

- 2.3.1. Service is offered subject to the availability of the necessary facilities or equipment, or both facilities and equipment, and subject to the provisions of this Tariff. The obligation of Sage to provide Service is dependent upon its ability to procure, construct, and maintain facilities that are required to meet the Customer's order for Service. Sage will make all reasonable efforts to secure the necessary facilities.
- 2.3.2. Sage reserves the right to limit or to allocate the use of existing facilities, or to additional facilities offered by Sage, when necessary because of lack of facilities, relevant resources, or due to causes beyond Sage's control. In addition, Sage reserves the right to discontinue Service when the Customer is using the Service in violation of law or the provisions of this Tariff, consistent with MTSS Rules 4901:1-5-17. Pursuant to a wholesale supplier's contractual provision, Sage will limit up to ten lines per service location.
 - •

(AT)

(AT)

- 2.3.3. Sage does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission nor for failure to establish connections.
- 2.3.4. Sage may block calls that are made to certain cities or central office exchanges, or use certain Authorization Codes as Sage, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Service, consistent with MTSS Rules 4901:1-5-17.

Issued: November 30, 2007

Effective: January 1, 2008

SECTION 2 - RULES AND REGULATIONS (cont'd)

2.3. <u>Limitations</u> (cont'd)

- 2.3.5. Sage will use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. Sage may substitute, change, or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer. Sage shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, Sage will give the Customers who may be affected reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at time that will cause the least inconvenience. When Sage is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of Customer's service.
- 2.3.6. The Company reserves the right to block services to any Subscriber location without any liability whatsoever, in the event that the Company detects or reasonably suspects fraudulent or unlawful use of the Services at said location.

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2.4 <u>Liabilities of Sage</u>

- 2.4.1. Sage's liability for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in the installation, provision, termination, maintenance, repair, or restoration occurring in the course of furnishing service, channels, or other facilities, and not caused by the negligence of the subscribers, commences upon the Application for Service by the customer. Unless caused by the negligence or willful misconduct of the company, its liability 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 shall not exceed an amount equal to the charges provided for under this tariff for the period during which the call was affected. Credit will be calculated pursuant to MTSS Rule 4901:1-5-16.
- 2.4.2. Reserved for future use.
- 2.4.3. In no event will Sage be responsible for consequential damages or lost profits suffered by a Customer as a result of interrupted or unsatisfactory service. Sage will not be liable for claims or damages resulting from or caused by: (i) Customer's fault, negligence or failure to perform Customer's responsibilities; (ii) claims against Customer by another party; (iii) any act or omission of any other party; or (iv) equipment or service furnished by a third party.
- 2.4.4. Sage does not guarantee or make any warranty with respect to any equipment provided by it or leased on the Customer's behalf where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. The Customer shall indemnify and hold Sage harmless from any and all loss, claims, demands, suits or other actions, or any liabilities whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of such equipment so used.

Issued: November 30, 2007

Effective: January 1, 2008

SECTION 2 - RULES AND REGULATIONS (cont'd)

2.8. Payment of Charges (cont'd)

2.8.10 (cont'd)

Before restoring service, the company may not insist upon payment of any amount that has not been included on a notice of disconnection.

2.8.10. When circumstances prevent customers from paying their invoices in full, Sage may make special accommodations to assist customers by setting up a regular payment plan. Payment plans are only set up at the request of the customer. Payment plans are intended to function as a short-term solution and will be reviewed and approved on an individual case basis.

2.9. Interruption of Service

2.9.1. Credit allowance for the interruption of service that is not due to Sage's testing or adjusting, negligence of the Customer or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth herein. In the event of a service disruption, the Customer should notify Sage immediately. Before giving such notice, the Customer or enduser shall ascertain that the trouble is not being caused by any action or omission by the Customer within his or her control, or is not in wiring or equipment, if any, furnished by the Customer and connected to Sage's facilities.

No credit is allowed in the event that service must be interrupted in order to provide routine service quality or related investigations.

The Company agrees to allow credit allowances consistent with MTSS Rule 4901:1-5-16.

Credit for interruption shall commence after the customer notifies the company of the interruption or when the company becomes aware thereof, and ceases when service has been restored.

2.9.2. For purposes of credit computation, every month shall be considered to have 720 hours.



2.10. Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

Issued: March 4, 2004

Effective: April 3, 2004

SECTION 3 - DESCRIPTION OF SERVICES

3.1. Local Exchange Telecommunications Services

- 3.1.1. General Local Exchange Telecommunications Services consist of the services offered pursuant to this Tariff, either individually or in combination. Each service is offered independently of the other and is offered via Sage's facilities, conventional network elements purchased from other local exchange carriers, or via resale of facilities of other local exchange carriers for the transmission of one-way or two-way communications, unless otherwise noted. A connection to Sage's switching network enables the Customer to:
 - 1. receive calls from other stations on the public switched telephone network;
 - 2. access Sage's Local Exchange calling services as set forth in this Tariff;
 - access intrastate, interstate and international calling services provided by Sage and other certified common carriers;
 - 4. access toll-free telecommunications services such as 800 NPA;
 - 5. access 9-1-1 service for emergency calling; and
 - 6. access other operator and directory assistance services.
- 3.1.2. <u>Service Description</u> Service provides Residential and Business Customers with the ability to originate calls from a Sage-provided access line to all other stations on the public switched telephone network bearing the designation of any central office exchanges included in the Customer's local calling area.

Following are types of orders for Local Exchange Service that Sage will accept:

Conversions

The following are types of customers and/or telephone lines Sage will convert:

- Customers with active Southwestern Bell local telephone service on Southwestern Bell access lines ("local loops").
- Customers with active service on Southwestern Bell local loops provided by the following qualified resellers and/or CLECs:

- GTE	- A T & T	- MCI Worldcom
- Valu-Line	- CapRock	- Birch
- Z-Tel	- NTS	- Capital
- Hyperion	- Allegiance	- Logix
- Ionex	- IWL	- Sprint
- Premier Network	- Fairpoint Communications	•
- Talk.com	- Network Intelligence	- Techtel
- ATS	-Vartec	-Comcast
- Excel		

Orders for local telephone service provided by any other company will not be accepted. Customers in this category must first obtain local telephone service from AT&T OHIO or one of the qualified resellers listed above.

(CT)

Issued: April 1, 2008

Effective: April 1, 2008

SECTION 3 - DESCRIPTION OF SERVICES (cont'd)

3.1. Local Exchange Telecommunications Services (cont'd)

3.1.2. Local Exchange Service (cont'd)

New Installations

Following are types of new line installations that Sage will perform:

- 1. Additional new lines for Sage customers who have service or are in the process of converting existing service at that location to Sage.
- 2. Physical move of lines and service for existing Sage customers to a new location.
- 3. An existing business customer that is opening up a new and separate location under the same business name, provided that the customer is in good standing. A customer is in good standing if they have been a customer of Sage for at least ninety (90) days AND have paid their last three (3) consecutive bills on time. Orders must be approved in advance by either the Vice President, Business Development or the Chief Financial Officer.

Following are types of orders Sage will not accept:

- 1. Installation of lines at locations that have never had local telephone service, with the exception of physical moves noted under item 2 above.
- 2. New installations where the customer is not converting existing local telephone service.

Residential and Business Customers may choose from one of the Local Service Plans in Section 3.1.4 and are assessed a flat monthly fee based on their local service plan(s) and originating exchange that entitles the customer to unlimited usage.

- 3.1.2.A. <u>Business Services</u> Business Services provide the Customer with the general telecommunications services listed in Section 3.1.1 of this Tariff with the following modifications, limitations and restrictions:
 - Business Services cannot be used to originate calls to other telephone companies' caller-paid information services (e.g., N.A. 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by Sage, unless otherwise requested by customer to be unblocked.
 - 2. Service is furnished only for use by the Business Customer, guests, employees and business associates.

Issued: May 22, 2003 Effective: June 23, 2003

SECTION 3 - DESCRIPTION OF SERVICES (cont'd)

- 3.1. Local Exchange Telecommunications Services (cont'd)
 - 3.1.5 <u>Non-Recurring Service Charges</u> Except as provided in Section 3.1.5.B below, service charges may apply to all residential and business customers who subscribe to any of Sage's local service plans or request a move and/or change of certain types of telecommunications services.
 - 3.1.5.A. The Installation Charge is a per order, nonrecurring charge that applies as follows:
 - 1. Installation of local exchange service to a customer's premises for the first time.
 - 2. Installation of additional local exchange access lines to a customer's premises.
 - A change in location of customer's equipment or service from one premise to another.
- (RT) | | (RT) (CT)
- 4. A restoration of service due to suspension/disconnection from nonpayment of bill for telecommunications services.
- 3.1.5.B. No installation charges will apply to customers converting their existing local phone service, as is, from the incumbent LEC to Sage. This also applies to existing Sage customers who change their local calling plans.
- 3.1.5.C. An Order Processing Fee applies as follows, on a per order basis:
 - 1. A telephone number change made at the customer's request.
 - 2. The addition or deletion of any Custom Calling Feature listed in Section 3.1.8; Caller ID Service listed in Section 3.1.9; Multi-Line Hunting Service listed in Section 3.1.10; or Toll Restriction Service listed in Section 3.1.14.
 - 3. A change of bill cycle dates made at the customer's request.
 - 4. The splitting of single accounts into multiple bills at the customer's request.
 - Changes to customer service plan that have not been solicited by Sage Telecom, Inc.
 - A name change, at the customer's request, to the account name, Caller ID, or the directory listing.
- 3.1.5.D. A Reconnect Fee will be applied on a per line basis for service that is restored due to suspension from nonpayment of bill for telecommunications services. No installation charge will be applied in this instance.
- 3.1.5.E. Copy of Call Records Fee applies when a Customer requests and is provided a copy of his or her Call Detail Records. Call Detail Records are not a copy of the Customer's invoice, but rather include numbers called, duration of calls, and timing of such calls for a period of time specified by the Customer when such records are available. The Company cannot assure that Call Detail Records will be available indefinitely.

3.1.6. Operator Assisted Services

- 3.1.6.A. Operator Handled Calling Operator Handled Calling Service is provided to Customers and Users of Sage's local exchange service. The Company will follow the standards set forth by the Commission, to include:
 - The Company will not bill for incomplete calls where answer supervision is available. The Company will remove any charges for incomplete calls upon customer notification or Company's knowledge.
 - 2. The caller and billed party, if different from the caller, will be advised of the name of the operator service provider at the time of the initial contact.

Issued: September 8, 2008 Effective: September 8, 2008

Issued By:
Robert W. McCausland
Vice President and Secretary
Sage Telecom, Inc.
805 Central Expressway South, Suite 100
Allen, Texas 75013-2789

SECTION 3 - DESCRIPTION OF SERVICES (cont'd)

- 3.1. <u>Local Exchange Telecommunications Services</u> (cont'd)
 - 3.1.9. <u>Caller ID Service</u> (cont'd)

Telephone CPN information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this tariff.

- 3.1.10. Multi-Line Hunting Service This service is used to establish hunting arrangements between two or more of a customer's local exchange service access lines, and is available to Business and Residential Customers. Customers may choose from one of the following hunt group arrangements:
 - 3.1.10.A. Series Hunting The hunt for an idle access line starts with the called access line in a prearranged hunt group and ends with the last access line in the hunt group, completing the call to the first idle access line encountered. Unless the first access line in the hunt group is called, only a portion of the access line group is hunted.
 - 3.1.10.B. <u>Circle Hunting</u> Permits a complete hunt over all the access lines in a prearranged access line hunt group. If no idle access line is encountered, the hunting will continue until it reaches the access line that was originally called.
 - 3.1.10.C. Preferential Hunting Individual access lines in an access line hunt group may have an associated preferential hunt list. This hunt list specifies a hunting sequence over a predetermined subset or preferential arrangement of up to 18 access lines before proceeding to hunt through the remaining access line hunt group.

Each hunt group arrangement is subject to availability in the customer's serving central office switch. All of the lines in a hunt group arrangement must be of the same class of service (i.e., same local calling plan).

- 3.1.11. <u>Maintenance of Service</u> The Customer shall be responsible for the payment of all related charges for each service call by a Sage employee or contractor to the customer's premises where the service difficulty or trouble results from the use of terminal equipment, communications systems or premises cable and wire on the customer's side of the demarcation point. If there is no Network Interface Device (NID) at the customer's premises, the company will not charge for the service call.
 - 3.1.11.A <u>Trouble Ticket Trip Fee</u> Consistent with the maintenance of service requirements listed above in the introductory provision of 3.1.11, applies for each dispatch during a normally scheduled workday where a technician is on duty. A normally scheduled workday is defined as 8AM to 5PM, Monday through Friday. This charge also applies to dispatches during a normally scheduled workday where the technician could not access the premises.
 - 3.1.11.B <u>Emergency Service Call Charge</u> Consistent with the maintenance of service requirements listed above in the introductory provision of 3.1.11, applies for each dispatch outside a normally scheduled workday where an off duty technician is called in to perform the work.

Issued: July 1, 2005 Effective: July 31, 2005

Issued By:
Robert W. McCausland
Vice President, Regulatory Affairs
Sage Telecom, Inc.
805 Central Expressway South, Suite 100
Allen, Texas 75013-2789

(CT)

5.0. General – The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. The waiver of any monthly recurring charges shall be limited to 90 days on a per customer basis. Promotions filed with the PUCO will be effective on the day of filing.

5.1 [Reserved for Future Use]



5.2 Free Month Credit

This promotion is available to new residential customers who sign up between June 3, 2005, and June 30, 2006, and subscribe to one of the following plans: Simply Savings, Simply Savings Choice, Simply Savings PLUS and Simply Savings COMPLETE. Customers must choose Sage as their intraLATA and interLATA carrier to qualify. Customers may not combine this offer with any other promotions. Sage reserves the right to cancel this promotion at any time.

Customers who qualify will receive a one-time credit for their monthly service charge on their fourth bill from Sage Telecom. Credit amount does not include any additional charges for optional features, long distance, or other services. Customer must be current with no past due balance at the time of the award in order to receive the credit.

5.3 Win-back Free Month Credit

This promotion is available to Win-back residential customers who sign up between August 8, 2005 and June 30, 2006, and who subscribe to any currently available plan in Ohio. To be eligible in a Win-back situation, the customer must have previously had local service with Sage, then switched their service to another local service provider and is now returning to Sage as a customer. Customers must choose Sage as their intraLATA and interLATA carrier to qualify and may not combine this offer with any other promotions. Sage reserves the right to cancel this promotion at any time.

Customers who qualify will receive a one-time credit for their monthly service charge on their first bill from Sage Telecom. Credit amount does not include any additional charges for optional features, long distance, or other services.

Issued: April 1, 2008

Effective: April 1, 2008

5.4 Recurring Credit Card Discount

(CT)

Any Sage customer who initiates recurring credit card payments for their Sage phone bill between November 1, 2006, and November 1, 2007, is eligible for a monthly credit on their bundled service. To be eligible, the customer must return a completed recurring credit card authorization form from their Sage invoice with a valid credit card.

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Customers who qualify will receive a one dollar discount on their phone bill for twelve months. Customer must be actively paying through recurring credit card at the time of the award in order to receive the credit.

5.5 **\$5 Off Monthly Residential Service for 6 Months**

This promotion is available to new residential customers who sign up between February 3, 2006, and June 1, 2006, who subscribe to one of the following plans: Sage Simply Savings, Simply Savings Choice, Simply Savings PLUS, and Simply Savings COMPLETE. Customers must choose Sage as their intraLATA and interLATA carrier to qualify. Customers may not combine this offer with any other promotions. Sage reserves the right to cancel this promotion at any time.

Customers who qualify will receive a \$5 credits off their monthly service charge on their first six bills from Sage Telecom. Credit amount does not include any additional charges for optional features, long distance, or other services. Customer must be current with no past due balance at the time of the award in order to receive the credit.

5.6 \$5 Off Monthly Business Service for 6 Months

This promotion is available to new business customers who sign up between February 3, 2006, and September 30, 2006, who subscribe to any current Sage business plan offered. Customers must choose Sage as their intraLATA and interLATA carrier to qualify. Customers may not combine this offer with any other promotions. Sage reserves the right to cancel this promotion at any time.

Customers who qualify will receive a \$5 credits off their monthly service charge on their first six bills from Sage Telecom. Credit amount does not include any additional charges for optional features, long distance, or other services. Customer must be current with no past due balance at the time of the award in order to receive the credit.

5.7 Free Month Business Credit

This promotion is available to new business customers who sign up between February 3, 2006, and September 30, 2006, and who subscribe to any current Sage business plan offered. Customers must choose Sage as their intraLATA and interLATA carrier to qualify. Customers may not combine this offer with any other promotions. Sage reserves the right to cancel this promotion at any time.

Customers who qualify will receive a one-time credit for their monthly service charge on their fourth bill from Sage Telecom. Credit amount does not include any additional charges for optional features, long distance, or other services. Customer must be current with no past due balance at the time of the award in order to receive the credit.

Effective: November 1, 2006

5.8 Two Free Months Credit

This promotion is available to new residential customers who sign up between March 15, 2006, and September 30, 2006, who subscribe to one of the following plans: Sage Simply Savings, Simply Savings Choice, Simply Savings PLUS, and Simply Savings COMPLETE. Customers must choose Sage as their intraLATA and interLATA carrier to qualify. Customers may not combine this offer with any other promotions. Sage reserves the right to cancel this promotion at any time.

Customers who qualify will receive two one-time credits for their monthly service charge on their fourth and twelfth bills from Sage Telecom. Credit amount does not include any additional charges for optional features, long distance, or other services. Customer must be current with no past due balance at the time of the award in order to receive the credit.

5.9 <u>Discounted Local Service for 6 Months</u>

This promotion is available to new residential customers who sign up between June 1, 2006, and September 30, 2006, who subscribe to the Simply Savings, Simply Savings Plus, Simply Savings Complete and Simply Savings Choice Plans. Customers must choose Sage as their intraLATA and interLATA carrier to qualify. Customers may not combine this offer with any other promotions. Sage reserves the right to cancel this promotion at any time.

Customers who qualify will receive a \$6.33 credit off their monthly service charge on their first six bills from Sage Telecom. Credit amount does not include any additional charges for optional features, long distance, or other services. Customer must be current with no past due balance at the time of the award in order to receive the credit.

5.10 **\$50** Check Back

Customers who qualify who sign up between June 19, 2006 and June 1, 2007 will receive a \$50 check at the time their fifth bill is issued from Sage Telecom. The customer will be initially contacted via a postcard which they will need to return by mail after confirming information for check is correct. The check will then be mailed to the billing name and address listed on the returned postcard. Customer must be current with no past due balance at the time of the award in order to receive the check. Sage reserves the right to cancel this promotion at any time.

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Issued: September 29, 2006

Effective: October 1, 2006

Cancels 3rd Revised Page No. 55.3

SECTION 5 - PROMOTIONS AND DISCOUNTS

5.11 New Customer Two Months Free

This promotion is available to new residential customers who sign up between July 1, 2006, and June 1, 2007, who subscribe to one of the Sage Simply Savings plans. Customers must choose Sage as their intraLATA and interLATA carrier to qualify. Customers may not combine this offer with any other promotions. Sage reserves the right to cancel this promotion at any time. Plans with unlimited usage and free long distance minutes exceeding 1000 minutes are excluded from this promotion.

Customers who qualify will receive two one-time credits for their monthly service charge on their fourth and eighth bills from Sage Telecom. Credit amount does not include any additional charges for optional features, long distance, or other services. Customer must be current with no past due balance at the time of the award in order to receive the credit.

5.12 [Reserved for Future Use]



5.13 <u>Tell-A-Friend Premium Promotion</u>

Eligible customers of Sage who refer a new local exchange service customer to Sage between August 1, 2006 and September 30, 2006 will receive a special referral bonus in lieu of the regular Tell-A-Friend program credit.

Referring customers can earn two checks, one for \$25 and \$50 for each customer referred, up to 10 referrals, provided they meet all terms and conditions of the program. The referring customer will be initially contacted via a postcard which they will need to return by mail after confirming information for check is correct. The check will then be mailed to the billing name and address listed on the returned postcard.

Referred customer must remain a Sage local exchange service customer for a minimum of five months and have no past-due balance at the time the second and fifth bills are issued in order for both checks to be issued. Referring customers will receive a check for \$25 at the time the referred customer's second bill is issued provided that there is no past due balance on the referred customer's account. Referring customers will receive a check for \$50 at the time the referred customer's fifth bill is issued provided that there is no past due balance on the referred customer's account.

Referred customers that sign up for Sage service outside the promotional dates or that exceed the 10 referral limit will be handled within the regular Tell-A-Friend program. Sage reserves the right to cancel this promotion at any time.

Effective: April 1, 2008

5.14 \$5 Off Simply Savings Essentials or Preferred

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This promotion is available to new residential customers who sign up between August 1, 2006, and June 1, 2007, who subscribe to one of the following plans: Simply Savings Essentials or Simply Savings Preferred. Customers must choose Sage as their intraLATA and interLATA carrier to qualify. Customers may not combine this offer with any other promotions. Sage reserves the right to cancel this promotion at any time.

Customers who qualify will receive a \$5 credit off their monthly service charge on their first six bills from Sage Telecom. Credit amount does not include any additional charges for optional features, long distance, or other services. Customer must be current with no past due balance at the time of the award in order to receive the credit.

5.15 \$10 Off Simply Savings Essentials or Preferred

This promotion is available to new residential customers who sign up between August 1, 2006, and June 1, 2007, who subscribe to one of the following plans: Simply Savings Essentials or Simply Savings Preferred. Customers must choose Sage as their intraLATA and interLATA carrier to qualify. Customers may not combine this offer with any other promotions. Sage reserves the right to cancel this promotion at any time.

Customers who qualify will receive a \$10 credit off their monthly service charge on their first four bills from Sage Telecom. Credit amount does not include any additional charges for optional features, long distance, or other services. Customer must be current with no past due balance at the time of the award in order to receive the credit.

(AT)

Issued: August 1, 2006

Effective: August 1, 2006

5.16 Customer SAVE - \$5 Off For 3 Months

Current Sage customers who contact Sage Telecom about discontinuing their service between November 1, 2006, and November 1, 2007, may be eligible for a SAVE credit on their bundled service if they agree to keep their phone services with Sage Telecom. To be eligible in a SAVE situation, the customer must have local service with Sage for at least two (2) months and be in good standing. This credit may not be combined with any other Sage promotional offer.

Customers who qualify will receive a credit of \$5 off their bundle price on the next three bills dated after the promotion is applied. Credit amount does not include any additional charges for optional features, long distance, or other services.

5.17 [Reserved for Future Use]

5.18 [Reserved for Future Use]

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Material previously located on this page now appears on Page 30.

Issued: November 5, 2008

Effective: November 5, 2008

5.19 [Reserved for Future Use]



5.20 <u>Premium Winback Promotion - Free Month Plus \$5 Off Next 6 Months</u>

Residential Winback customers who subscribe to any currently available Simply Savings Plan between October 1, 2006 and June 26, 2007 are eligible for credits on their bundled service. To be eligible in a Winback situation, the customer must have previously had local service with Sage, switched their service to another local service provider, and is now returning to Sage as a customer. Winback customers must have a zero balance on their previous Sage account. All Winback customers must choose Sage as their intraLATA and interLATA carrier to qualify and must be current with no past due amount at the time the credit is issued. This credit may not be combined with any other Sage promotional offer. Sage reserves the right to cancel this promotion at any time.

Issued: April 1, 2008

Effective: April 1, 2008

5.21 Winback Credits

Residential Winback customers who return to Sage and subscribe to any currently available Simply Savings or Metropolitan plan between November 1, 2006, and June 26, 2007, are eligible for a credit on their bundled service. To be eligible in a Winback situation, the customer must have previously had local service with Sage, switched their service to another local service provider, and is now returning to Sage as a customer. Customers must choose Sage as their intraLATA and interLATA carrier to qualify and have a zero balance on their previous Sage account. This credit may not be combined with any other Sage promotional offer or credit.

Customers who qualify will receive a one-time credit equal to the amount of their bundle price on their first bill from Sage Telecom. Credit amount does not include any additional charges for optional features, long distance, or other services.

5.22 Win/Winback Bundle Credit

Residential Win/Winback customers who subscribe to any currently available Simply Savings or Metropolitan plan between November 1, 2006, and June 26, 2007, are eligible for a credit on their bundled service. To be eligible in a Winback situation, the customer must have previously had local service with Sage, switched their service to another local service provider, and is now returning to Sage as a customer. Winback customers must have a zero balance on their previous Sage account. All Win/Winback customers must choose Sage as their intraLATA and interLATA carrier to qualify and must be current with no past due amount at the time the credit is issued. This credit may not be combined with any other Sage promotional offer or credit.

Customers who qualify will receive a one-time credit equal to the amount of their bundle price on their fourth bill from Sage Telecom. Credit amount does not include any additional charges for optional features, long distance, or other services.

5.23 <u>\$5 Off New Sage Select Customers</u>

This promotion is available to new residential customers who enter the Sage Select program between November 1, 2007, and October 31, 2008. Customers must be invited to join the Sage Select program and meet all other Sage Select criteria to qualify. Customers may not combine this offer with any other promotions. Sage reserves the right to cancel this promotion at any time.

(CT)

Customers who qualify will receive a \$5 credit off their monthly service charge on their 2nd invoice after joining the Sage Select program. Credit amount does not include any additional charges for optional features, long distance, or other services. Customer must be current with no past due balance at the time of the award and still a member of Sage Select in order to receive the credit.

Issued: May 28, 2008

Effective: May 28, 2008

5.24 Referral Free Month Promotion

New residential customers are referred by an existing Sage Telecom customer between November 19, 2007 and November 1, 2008 and who subscribe to any currently available Simply Savings Essentials, Simply Savings Essential Features, and Simply Savings Unlimited plan are eligible for a credit on their bundled service. All customers must choose Sage as their intraLATA and interLATA carrier to qualify and must be current with no past due amount at the time the credit is issued. This credit may not be combined with any other Sage promotional offer.

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Customers who qualify receive notice of this offer through a current Sage customer and come in under the Sage Tell-A-Friend program. This offer includes a one-time credit equal to the amount of the bundle price on their fourth bill from Sage Telecom. Credit amount does not include any additional charges for optional features, long distance, or other services.

Issued: May 28, 2008 Effective: May 28, 2008

(AT)

SECTION 5 - PROMOTIONS AND DISCOUNTS

5.38 Sage One Month Vacation Promotion

Existing Sage residential customers who request 1 month discounted vacation service between June 25, 2008 and September 30, 2008 are eligible for the Sage One Month Vacation promotional offer. This credit may not be combined with other Sage promotional offers. Customer is limited to one vacation offer per 12 month period.

Customers who qualify will receive a credit equal to 50% off their service plan bundle rate on their first invoice after the offer is applied. The Vacation Promotion is available on up to 2 lines. Credit amount does not include any additional charges for optional features, long distance, fees and surcharges, or other services. Customer must have been a Sage customer for at least 4 months and be in good standing at the time the credit is issued to receive the credit. Sage reserves the right to cancel this promotion at any time.

5.39 Sage Two Month Vacation Promotion

Existing Sage residential customers who request 2 months discounted vacation service between June 25, 2008 and September 30, 2008 are eligible for the Sage Two Month Vacation promotional offer. This credit may not be combined with other Sage promotional offers. Customer is limited to one vacation offer per 12 month period.

Customers who qualify will receive a credit equal to 50% off their service plan bundle rate on their first two invoices after the offer is applied. The Vacation Promotion is available on up to 2 lines. Credit amount does not include any additional charges for optional features, long distance, fees and surcharges, or other services. Customer must have been a Sage customer for at least 4 months and be in good standing at the time the credit is issued to receive the credit. Sage reserves the right to cancel this promotion at any time.

5.40 Free Move SAVE Promotion

Existing Sage customers who contact Sage Telecom about discontinuing their Sage service at the time of a physical location move between June 25, 2008 and September 30, 2008 may be eligible for the Free Move promotion if they agree to keep their service active with Sage Telecom. This credit may not be combined with other Sage promotional offers. Customer is limited to one SAVE offer per 12 month period.

Customers who qualify will receive a credit equal to their installation fee on their first invoice after the offer is applied. Customer will also receive unlimited long distance on the next 2 invoices after the offer is applied. The Free Move Promotion is available on up to 2 lines. Credit amount does not include any additional charges for optional features, fees and surcharges, or other services. Customer must have been a Sage customer for at least 6 months and be in good standing at the time the credit is issued to receive the credit. Sage reserves the right to cancel this promotion at any time.

(AT)

Issued: June 25, 2008

Effective: June 25, 2008

SECTION 6 - PRICE LIST

- 6.1. <u>Local Exchange Service</u> The following rates and charges are applicable to Residential and Business Customers.
 - 6.1.1 Non-Recurring Service Charges All rates are per service order, except as noted.

6.1.1,A.

(RT)

Service Charge Type	Residence	Business
Installation Charge, per line	\$ 37.00	\$ 63.00
Order Processing Fee:		
Telephone Number Change	\$ 25.00	\$ 25.00
All Others	\$ 9.50	\$_9.50
Copy of Call Records Fee*		
Up to three (3) months provided	\$25.00	\$25.00
Each additional month thereafter	\$10.00	\$10.00
Older than twenty-four (24) months	\$25.00	\$25.00

^{*} This Copy of Call Records Fee applies to requests, from Customers, for copies of call records. Customers will be charged twenty-five dollars (\$25.00) for up to three (3) months of provided call records and ten dollars (\$10.00) for each additional month thereafter. For call records older than twenty-four (24) months where available, the Customer will be charged twenty-five dollars (\$25.00) for each month of call records provided.

6.1.1.B. Reconnect Fee:

Residence Business \$ 44.00 per line \$ 70.00 per line

6.1.2 [Reserved for Future Use]

(RT)

SECTION 6 - PRICE LIST (cont'd)

6.1. Local Exchange Service (Cont'd)

6.1.8. Maintenance Visit Charge

Charge Type

Trouble Ticket Trip Fee

\$75.00

(CT)

Emergency Service Call Charge

\$300.00

NID Move

\$100.00 plus Standard or Emergency charge

6.1.9. Individual Case Basis (ICB) Arrangements

No Individual Case Basis (ICB) Arrangements exist at this time.

6.1.10. Toll Restriction Service

	Monthly Rate
Residential	\$ 15.00
Business	\$ 15.00

6.1.11. Tell-A-Friend Program

Amount of credit

Per customer

\$ 10.00

Beginning February 1, 2005, customers will receive credits for referred customers who meet criteria in 3.1.15 based on the following schedule. Referrals made prior to February 1, 2005, will be based on the above rate of \$10.00.

Referral	Allowable Credit per	
	customer referred	
1st Referral*	\$10.00	
2nd Referral*	\$15.00	
3rd and all subsequent referrals*	\$25.00	

^{*}Sage will consider any referrals made since January 1, 2002, when determining the value of credit for referrals made after February 1, 2005.

Issued: July 1, 2005

Effective: July 31, 2005

Sage Telecom, Inc.

EXHIBIT B

Proposed 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.

	Dana.	Number of Revisions
	<u>Page</u>	Except as Indicated
	1	Original
	2	Seventy-Fourth*
	2 3	Fifty-Fifth*
	4	First
	5	First
	6	Original
	7	Second*
	7.1	Original*
	8	First*
	8.1	Original*
	9	First*
	9.1	Original*
	10	Third*
	11	Second*
	11.1	Original*
	12	Original
	13	First
	14	Original
	15	First
	16	Sixth
	16.1	Original
	17	Second*
	18	Third
	19	Original
	20	Original
	21	Third*
	22	First*
	23	Second
	23.1	Third
	24	First
	25	Original
	26	Original
	27	Original
	28	Eighth
	29	Sixth
	29.1	Fifth
	29.2	Fourth
	29.3	Fifth
	29.4 29.5	Fourth
	29.6	Fifth
	29.7	Original Third
	29.8	Third Third
	29.9	Second
	29.10	Third
	29.11	Second
	29.12	Second
	29.13	Third
	30	Fifth
*New or n	evised filing	1 11111
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Issued: December 18, 2008

CHECK SHEET (cont'd)

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

*New or revised filing.

Issued: December 18, 2008

SECTION 1 - DEFINITIONS

Account - Either a Customer's physical location or individual Service represented by a unique account number within the Billing Hierarchy. Multiple Services each with a unique account number may be part of one physical location.

<u>Agency</u> – For 911 or E911 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency report center.

(AT) (AT)

Alternative Local Exchange Carrier ("ALEC") or Competitive Local Exchange Carrier ("CLEC") - means any entity or person providing local exchange services in competition with an ILEC or LEC.

<u>Application for Service</u> - The Sage order process that includes technical, billing and other descriptive information provided by the Customer that allows Sage to provide requested or constructively-ordered communications Services for the Customer and Customer's Authorized Users. Upon acceptance by Sage, the Application for Service or Constructive Order becomes a binding contract between the Customer and Sage for the provision and acceptance of Services.

(CT)

(CT)

Attendant - An operator of a PBX console or telephone switchboard.

(AT)

<u>Authorization Code</u> - A multi-digit code that enables a Customer to access Sage's network and enables Sage to identify the Customer's use for proper billing. Also called a Personal Identification Code or PIN.

<u>Authorized User</u> - A person, firm, corporation, or other entity that is authorized by the Customer to be connected to the service of the Customer.

(CT) (CT)

<u>Basic Local Exchange Service</u> — Basic Local Exchange Service means end user access to and usage of telephone company-provided services that enable a customer, over the primary line serving the customer's premises, to originate or receive voice communications within a local service area. Basic Local Exchange Service is further defined in OH Rule 4901:1-6-01.

<u>Billing Hierarchy</u> - Allows Customers to combine multiple accounts and Services into a single billing structure. Customers can choose whether to have all Services invoiced together, invoiced separately, or in any combination thereof. In addition, the Customer may specify where the invoices are to be sent and who is to receive them.

<u>Business Hours</u> - The phrase "business hours" means the time after 8:00A.M. and ending at 5:00 P.M., local time at the place of the Company operation, Monday through Friday excluding holidays.

(CT)

<u>Business Office</u> - The phrase "business office" means the primary location where the business operations of Sage are performed and where a copy of Sage's tariff is made available for public inspection. The address of the business office is 805 Central Expressway South, Suite 100, Allen, Texas 75013-2789.

<u>Call Initiation</u> – The point in time when the exchange network facility is initially allocated for the establishment of a specific call.

(AT) (AT)

(MT)

Material previously located on this page now appears on Page 7.1.

(MT)

Issued: December 18, 2008

(MT)

(MT)

(MT, CT)

(MT,CT)

(MT, CT)

(MT)

SECTION 1 - DEFINITIONS

<u>Calling Station</u> - The originating point of a call (*i.e.*, the calling number).

(MT)

Call Termination - The point in time when the exchange network facility allocated to a specific call is released for reuse by the network.

(AT)

Carrier - The term "Carrier" means Sage Telecom, Inc.

Calling Area - A specific geographic area so designated for the purpose of applying a specified rate structure.

<u>Central Office</u> –The premises of the Company or another local exchange carrier containing one or more switches where Customer or End User station loops are terminated for purposes of interconnection to other station loops, trunks or access facilities.

Competitive Local Exchange Carrier ("CLEC") or Alternative Local Exchange Carrier ("ALEC") - means any entity or person providing local exchange services in competition with an ILEC or LEC.

Commission - Public Utilities Commission of Ohio (PUCO)

<u>Called Station</u> - The terminating point of a call (i.e., the called number).

Material appearing on this page was previously located on Page 7.

Issued: December 18, 2008

SECTION 1 - DEFINITIONS (cont'd)

Company - The term "Company" means Sage Telecom, Inc.

(CT)

<u>Customer</u> - The person, firm, partnership, corporation or other entity that uses service under the terms and conditions of this tariff and is responsible for the payment of charges.

(CT)

<u>Customer-Provided Equipment</u> - Telecommunications equipment provided by a Customer used to originate calls using Sage's service located at the originating location.

(CT)

<u>Day</u> - The term "day" means 8:00 A.M. to, and ending at, 5:00 P.M. local time at the originating city, Monday through Friday, excluding Company specific holidays.

(C1)

<u>Delinquent or Delinquency</u> - An account for which payment has not been made in full on or before the last day for timely payment.

Digital Transmission - Information transmitted in the form of digitally encoded signals.

<u>Discretionary Service</u> – Any services sold as an add-on to customer's basic local exchange service, including, but not limited to voice mail, Caller ID, Call Waiting, Call Forwarding.

(AT)

<u>Emergency</u> – A situation that appears to present immediate danger to a person or property.

Emergency Service – (Enhanced 911) – Allows customers to reach appropriate emergency services, including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Safety Answering Point (PSAP).

<u>E911 Customer</u> – A municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one telephone number, 911 and is responsible for all negotiations, operations and payment of bills in connection with the provision of E911 service.

E911 Service Area – The geographic area in which the government agency will respond to all E911 calls and dispatch appropriate emergency assistance.

(AT)

<u>End User</u> - Any person, firm, partnership, corporation or other entity that uses the service of the Company under the terms and conditions of this tariff.

(CT) (CT)

<u>Error</u> – A discrepancy or unintentional deviation by the Company from what is correct or true. An "error" can also be an omission in records.

(AT) (AT)

Exchange - A group of lines in a unit generally smaller than a LATA established by the Company or other local exchange carrier for the administration of communications services in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications services within that area.

(CT)

(CT)

Material previously located on this page now appears on Page 8.1.

(MT) | (MT)

Issued: December 18, 2008

SECTION 1 - DEFINITIONS (cont'd)

Exchange Access Line - A central office line furnished for direct or indirect access to the exchange system.	(AT)
Facility (or Facilities) - Any item or items of communications plant or equipment used to provide or connect to Sage Services.	(MT) (MT)
FCC - Federal Communications Commission.	(MT)
Final Account – The statement submitted at the close of a customer's account reflecting the final account balance.	(AT)
Holiday - The term "holiday" means 8:00 A.M. to, but not including, 11:00 P.M. local time at the originating city on all Company-specific holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. When holidays fall on Saturdays or Sundays, the holiday rate applies unless a larger discount would normally apply.	(MT) (MT)
ICB - Individual Case Basis. All ICB's will be made available to the Commission upon request.	(AT)
Incumbent Local Exchange Carrier ("ILEC") or Local Exchange Carrier ("LEC") - is any local exchange carrier that was as of February 8, 1996 deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. 69.601(b) of the FCC's regulations.	(MT)
Incomplete Call - Any call where voice transmission between the calling party and the called station is not established (i.e., busy, no answer, etc.).	 (MT)
Interexchange Carrier ("IXC") - A long distance telecommunications services provider that furnished services between exchange areas irrespective of the type(s) of facilities or technologies used.	(MT, CT) (MT, CT)
<u>Investigative or Law Enforcement Officer</u> – An officer of the United States, a state or a political subdivision of the United States which is empowered by law to investigate or make arrests for crimes related to communications, or an attorney authorized by law to prosecute those crimes.	(AT)
<u>Last Number Redial</u> – Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.	 (AT)
Local Access Transport Area ("LATA") - A geographic area for the provision and administration of communications services existing on February 8, 1996, as previously established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192; or established by a Bell operating company after February 8, 1996 and approved by the FCC; or any other geographic area designated as a LATA in the National Exchange Carrier Association (NECA) Tariff F.C.C. No. 4.	(MT, CT)

Material appearing on this page was previously located on Page 8.

Issued: December 18, 2008

SECTION 1 - DEFINITIONS (cont'd)

<u>Local Exchange Company ("LEC")</u> - A company that furnishes intraLATA telecommunication services.

(CT)

<u>Local Exchange Service</u> - is an arrangement which connects the residential End User's location to the LEC's network switching center, thereby allowing End User to transmit and receive local calls within the End User's local calling area, or mandatory expanded area service (EAS) area, as defined by State commissions or, if not defined by State commission, then defined in the LEC's State Tariffs.

Local Service - Telephone exchange service within a local calling area.

(AT)

Location - A physical premise to or from which Sage provides Service.

<u>NXX</u> - The designation for the first three digits of a local telephone number where N represents 2-9 and X represents 0-9.

Night/Weekend - The words "night/weekend" mean 11:00 P.M. to, but not including, 8:00 A.M. local time in the originating city, all day on Saturday, and all day Sunday, except from 5:00 P.M. to, but not including, 11:00 P.M.

Non-Business Hours - The phrase "non-business hours" means the time period after 5:00 P.M. and before 8:00 A.M., Monday through Friday, all day Saturday, Sunday, and on holidays.

(CT)

NPA - Numbering Plan Area or area code.

(CT)

Other Common Carrier - Denotes a specialized or other type of common carrier authorized by the Federal Communications Commission to provide domestic or international communications services.

(CT)

PBX - A private branch exchange.

(AT)

<u>Premises</u> - A building, portion of a building in a multi-tenant building, or buildings on a continuous property not separated by a highway. May also denote a customer-owned enclosure or utility vault located above or below ground on private property or on Customer acquired right-of-way.

(CT) (CT)

<u>Presubscription</u> — An arrangement whereby a Customer may select and designate to the Company an Exchange Carrier it wishes to access, without an access code, for completing intraLATA and interLATA toll calls. The selected Exchange Carrier is referred to as the End User's Primary Interexchange Carrier (PIC).

(AT) (AT)

<u>Primary Interexchange Carrier ("PIC")</u> - The interexchange carrier to which a switched access line is presubscribed.

<u>Private Branch Exchange Service</u> – Service providing facilities for connecting central office trunks and tie lines to PBX stations, and for interconnecting PBX station lines of a switchboard or dial apparatus.

(AT)

Rate Center - Company-designated service locations from which service is rendered or rated.

<u>Recurring Charges</u> - The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

(AT) (MT)

Regular Billing - A standard bill sent in the normal monthly Sage billing cycle. This billing consists of one bill for each account assigned to the Customer with explanatory detail showing the derivation of the charges.

| (MT)

Material previously located on this page now appears on Page 9.1.

Issued: December 18, 2008

SECTION 1 - DEFINITIONS (cont'd)

Residential Service - The phrase "residential service" means telecommunication services used primarily as non-business service.	(MT) (MT)
Service Commencement Date – The first day following the date on which the Company notifies the customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.	(AT)
Service Order – The written or oral request for Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.	
Service Central Office - The central office from which local service is furnished.	(AT)
Services - The Company's common carrier communications services provided under this Tariff.	(CT)
Speed Calling – Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed calling list is customer-changeable.	(AT) (AT)
Subscriber - The term "Customer" is synonymous with the term "subscriber".	(MT)
Switch - The term "switch" denotes an electronic device that is used to provide circuit sharing, routing, and control.	(MT) (MT)
<u>Telecommunications Relay Service (TRS)</u> – Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT or vice verse. A customer will be able to access the state provider to complete such calls.	(AT)
<u>Telephone Call</u> - A voice connection between two or more telephone stations through the public switched exchange system.	
Termination of Service - Discontinuance of both incoming and outgoing service.	(AT)
Timely Payment - A payment on a Customer's account made on or before the due date.	(MT)
Toll Blocking - Allows end users to block direct-dialed long distance calls from their telephones.	(AT)
<u>Toll Calls</u> – Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.	(AT)
<u>Underlying Carrier</u> - A provider of interstate and intraLATA telecommunications services from whom Sage acquires facilities or services that it utilizes to provide the Company's services to Customers.	(MT, CT) (MT, CT)
<u>User</u> – A customer or any other person authorized by a Customer to use service provided under this Tariff.	(AT)
Made and all accounts and the contract of the	

Material appearing on this page was previously located on Page 9.

Issued: December 18, 2008

SECTION 2 - RULES AND REGULATIONS

2.1. Undertaking of Sage

- 2.1.1. Sage undertakes to provide local exchange and interexchange telecommunications services within the State of Ohio on the terms and conditions and at the rates and charges specified herein. The Company's intrastate interexchange services are only provided to customer's subscribed to the Company's local exchange services.
- 2.1.2. Sage installs, operates and maintains the communication Services provided hereunder in accordance with the terms and conditions set forth under this Tariff.
- Sage's Services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

2.2. Use of Service

- 2.2.1. Services provided under this Tariff may be used only for the transmission of communications in a manner consistent with the terms of this Tariff and regulations of the Federal Communications Commission.
- 2.2.2. Services provided under this Tariff shall not be used for unlawful purposes. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such services are being used in violation of the law or provision of this Tariff consistent with the requirements and procedures in compliance with MTSS Rules 4901-1-5-06 and 4901-1-5-17.

2.3. Limitations

- 2.3.1. Service is offered subject to the availability of the necessary facilities or equipment, or both facilities and equipment, and subject to the provisions of this Tariff. The obligation of Sage to provide Service is dependent upon its ability to procure, construct, and maintain facilities that are required to meet the Customer's order for Service. Sage will make all reasonable efforts to secure the necessary facilities. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities, as well as the facilities the Company may obtain form other carriers, from time to time, to furnish service as required at the sole discretion of the Company.
- (AT)

(AT)

- 2.3.2. Sage reserves the right to limit or to allocate the use of existing facilities, or to additional facilities offered by Sage, when necessary because of lack of facilities, relevant resources, or due to causes beyond Sage's control. In addition, Sage reserves the right to discontinue Service when the Customer is using the Service in violation of law or the provisions of this Tariff, consistent with MTSS Rules 4901:1-5-17. Pursuant to a wholesale supplier's contractual provision, Sage will limit up to ten lines per service location.
- 2.3.3. Sage does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission nor for failure to establish connections.
- 2.3.4. Sage may block calls that are made to certain cities or central office exchanges, or use certain Authorization Codes as Sage, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Service, consistent with MTSS Rules 4901:1-5-17.

Issued: December 18, 2008

SECTION 2 - RULES AND REGULATIONS (cont'd)

2.3. <u>Limitations</u> (cont'd)

Issued: December 18, 2008

- 2.3.5. Sage will use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. Sage may substitute, change, or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer. Sage shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, Sage will give the Customers who may be affected reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at time that will cause the least inconvenience. When Sage is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of Customer's service.
- 2.3.6. The Company reserves the right to block services to any Subscriber location without any liability whatsoever, in the event that the Company detects or reasonably suspects fraudulent or unlawful use of the Services at said location.
- 2.3.7. Abuse or fraudulent use includes, but is not limited to situations described in Section 2.3.5, 2.3.6, or 2.12.7:
 - 2.3.7.1 the use of service or facilities of the Company for a call or calls anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment or harass employees of the Company and/or others;
 - 2.3.7.2 the use of profane or obscene language;
 - 2.3.7.3 the impersonation of another with fraudulent intent;
 - 2.3.7.4 the use of the service in such a manner as to interfere with the service of others or to prevent others from making or receiving calls over their telephone service;
 - 2.3.7.5 the use of the service for any purpose other than as a means of communication;
 - 2.3.7.6 the use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information, without the payment of the applicable local message charge or message toll charge; and
 - 2.3.7.7 the obtaining, or attempting to obtain, or assisting another to obtain or attempt to obtain, local or message toll telephone service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or part, of the regular charge for such service.
 - 2.3.7.8 The Company reserves the right to block services to any Subscriber location without any liability whatsoever, in the event that the Company detects or reasonably suspects fraudulent or unlawful use of the Services at said location.
 - 2.3.7.9 any use of service or known plans to use the service in a manner contrary to the security of the United States of America or contrary to the safety or security of its citizens;

Service may be disconnected during normal business hours on or after the date specified in the notice of disconnection. Except for instances involving harm to the network, safety or security of others, or matters involving National Security, or as directed by Law Enforcement, service shall not be disconnected on a day when the offices of the Company are not available to facilitate reconnection of service or on a day immediately preceding such a day.

Material previously located on this page now appears on Page 11.1.

Effective: December 18, 2008

Issued By:
Robert W. McCausland
Vice President and Secretary
Sage Telecom, Inc.
805 Central Expressway South, Suite 100
Allen, Texas 75013-2789

OHL0818

(AT, MT)

(AT, MT)

SECTION 2 - RULES AND REGULATIONS (cont'd)

2.3. <u>Limitations</u> (cont'd)

- 2.3.8 The Company may refuse to provide Service at an address where Service has been discontinued for non-payment of bills for any Service subject to this Tariff if it is determined that the nonpayment customer or real users of the Service still reside at the address.
- 2.3.9 The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

2.4 <u>Liabilities of Sage</u>

(MT)

(AT)

(MT)

(AT)

- 2.4.1. Sage's liability for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in the installation, provision, termination, maintenance, repair, or restoration occurring in the course of furnishing service, channels, or other facilities, and not caused by the negligence of the subscribers, commences upon the Application for Service by the customer. Unless caused by the negligence or willful misconduct of the company, its liability 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 shall not exceed an amount equal to the charges provided for under this tariff for the period during which the call was affected. Credit will be calculated pursuant to MTSS Rule 4901:1-5-16.
- 2.4.2. Reserved for future use.
- 2.4.3. In no event will Sage be responsible for consequential damages or lost profits suffered by a Customer as a result of interrupted or unsatisfactory service. Sage will not be liable for claims or damages resulting from or caused by: (i) Customer's fault, negligence or failure to perform Customer's responsibilities; (ii) claims against Customer by another party; (iii) any act or omission of any other party; or (iv) equipment or service furnished by a third party.
- 2.4.4. Sage does not guarantee or make any warranty with respect to any equipment provided by it or leased on the Customer's behalf where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. The Customer shall indemnify and hold Sage harmless from any and all loss, claims, demands, suits or other actions, or any liabilities whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of such equipment so used.

Material appearing on this page was previously located on Page 11.

Issued: December 18, 2008 Effective: December 18, 2008

SECTION 2 - RULES AND REGULATIONS (cont'd)

2.8. Payment of Charges (cont'd)

2.8.10 (cont'd)

Before restoring service, the company may not insist upon payment of any amount that has not been included on a notice of disconnection.

2.8.10. When circumstances prevent customers from paying their invoices in full, Sage may make special accommodations to assist customers by setting up a regular payment plan. Payment plans are only set up at the request of the customer. Payment plans are intended to function as a short-term solution and will be reviewed and approved on an individual case basis.

2.9. <u>Interruption of Service</u>

2.9.1. Credit allowance for the interruption of service that is not due to Sage's testing or adjusting, negligence of the Customer or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth herein. In the event of a service disruption, the Customer should notify Sage immediately. Before giving such notice, the Customer or enduser shall ascertain that the trouble is not being caused by any action or omission by the Customer within his or her control, or is not in wiring or equipment, if any, furnished by the Customer and connected to Sage's facilities.

No credit is allowed in the event that service must be interrupted in order to provide routine service quality or related investigations.

The Company agrees to allow credit allowances consistent with MTSS Rule 4901:1-5-16.

Credit for interruption shall commence after the customer notifies the company of the interruption or when the company becomes aware thereof, and ceases when service has been restored.

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2.10. Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

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SECTION 3 - DESCRIPTION OF SERVICES

3.1. Local Exchange Telecommunications Services

- 3.1.1. General Local Exchange Telecommunications Services consist of the services offered pursuant to this Tariff, either individually or in combination. Each service is offered independently of the other and is offered via Sage's facilities, conventional network elements purchased from other local exchange carriers, or via resale of facilities of other local exchange carriers for the transmission of one-way or two-way communications, unless otherwise noted. A connection to Sage's switching network enables the Customer to:
 - 1. receive calls from other stations on the public switched telephone network;
 - 2. access Sage's Local Exchange calling services as set forth in this Tariff;
 - access intrastate, interstate and international calling services provided by Sage and other certified common carriers;
 - 4. access toll-free telecommunications services such as 800 NPA;
 - 5. access 9-1-1 service for emergency calling; and
 - 6. access other operator and directory assistance services.
- 3.1.2. Service Description Service provides Residential and Business Customers with the ability to originate calls from a Sage-provided access line to all other stations on the public switched telephone network bearing the designation of any central office exchanges included in the Customer's local calling area.

Following are types of orders for Local Exchange Service that Sage will accept:

Conversions

The following are types of customers and/or telephone lines Sage will convert:

 Customers with active Southwestern Bell local telephone service on Southwestern Bell access lines ("local loops").



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SECTION 3 - DESCRIPTION OF SERVICES (cont'd)

3.1. <u>Local Exchange Telecommunications Services</u> (cont'd)

3.1.2. Local Exchange Service (cont'd)

New Installations

Following are types of new line installations that Sage will perform:

- 1. Additional new lines for Sage customers who have service or are in the process of converting existing service at that location to Sage.
- 2. Physical move of lines and service for existing Sage customers to a new location.



- 3. Installation of lines at locations that have never had local telephone service, with the exception of physical moves noted under item 2 above.
- 4. New installations where the customer is not converting existing local telephone service.

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Residential and Business Customers may choose from one of the Local Service Plans in Section 3.1.4 and are assessed a flat monthly fee based on their local service plan(s) and originating exchange that entitles the customer to unlimited usage.

- 3.1.2.A. <u>Business Services</u> Business Services provide the Customer with the general telecommunications services listed in Section 3.1.1 of this Tariff with the following modifications, limitations and restrictions:
 - Business Services cannot be used to originate calls to other telephone companies' caller-paid information services (e.g., N.A. 900, NXX 976, etc.).
 Calls to those numbers and other numbers used for caller-paid information services will be blocked by Sage, unless otherwise requested by customer to be unblocked.
 - Service is furnished only for use by the Business Customer, guests, employees and business associates.

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SECTION 3 - DESCRIPTION OF SERVICES (cont'd)

- 3.1. <u>Local Exchange Telecommunications Services</u> (cont'd)
 - 3.1.5 <u>Non-Recurring Service Charges</u> Except as provided in Section 3.1.5.B below, service charges may apply to all residential and business customers who subscribe to any of Sage's local service plans or request a move and/or change of certain types of telecommunications services.
 - 3.1.5.A. The Installation Charge is a per order, nonrecurring charge that applies as follows:
 - 1. Installation of local exchange service to a customer's premises for the first time.
 - 2. Installation of additional local exchange access lines to a customer's premises.
 - A change in location of customer's equipment or service from one premise to another
 - A restoration of service due to suspension/disconnection from nonpayment of bill for telecommunications services.
 - 3.1.5.B. An Order Processing Fee applies as follows, on a per order basis:
 - 1. A telephone number change made at the customer's request.
 - 2. The addition or deletion of any Custom Calling Feature listed in Section 3.1.8; Caller ID Service listed in Section 3.1.9; Multi-Line Hunting Service listed in Section 3.1.10; or Toll Restriction Service listed in Section 3.1.14.
 - 3. A change of bill cycle dates made at the customer's request.
 - 4. The splitting of single accounts into multiple bills at the customer's request.
 - 5. A name change, at the customer's request, to the account name, Caller ID, or the directory listing.
 - 3.1.5.D. A Reconnect Fee will be applied on a per line basis for service that is restored due to suspension from nonpayment of bill for telecommunications services. No installation charge will be applied in this instance.
 - 3.1.5.E. Copy of Call Records Fee applies when a customer requests a copy of these records for their own personal use. A Copy of Call Records is not a copy of the customer's invoice. Call Records include numbers called, duration of calls, and timing of such calls for incoming and outgoing of local, long distance, international, and operator service calls.
 - 3.1.5.F. A Referral Message Fee applies to active Sage customers who request a referral message as a result of a telephone number change.
 - 3.1.5.G. A Duplicate Invoice Charge will be applied on a per invoice basis to a Customer who requests a copy of a bill that has already been issued to such Customer, unless the Customer informs the Company, within 15 days of the issuance of the bill, that the original bill was not received. If a Customer or the Customer's representative, thereafter, requests additional copies of bills, a charge will apply for each requested bill.

3.1.6. Operator Assisted Services

- 3.1.6.A. Operator Handled Calling Operator Handled Calling Service is provided to Customers and Users of Sage's local exchange service. The Company will follow the standards set forth by the Commission, to include:
 - 1. The Company will not bill for incomplete calls where answer supervision is available. The Company will remove any charges for incomplete calls upon customer notification or Company's knowledge.
 - 2. The caller and billed party, if different from the caller, will be advised of the name of the operator service provider at the time of the initial contact.

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SECTION 3 - DESCRIPTION OF SERVICES (cont'd)

- 3.1. Local Exchange Telecommunications Services (cont'd)
 - 3.1.9. <u>Caller ID Service</u> (cont'd)

Telephone CPN information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this tariff.

- 3.1.10. <u>Multi-Line Hunting Service</u> This service is used to establish hunting arrangements between two or more of a customer's local exchange service access lines, and is available to Business and Residential Customers. Customers may choose from one of the following hunt group arrangements:
 - 3.1.10.A. Series Hunting The hunt for an idle access line starts with the called access line in a prearranged hunt group and ends with the last access line in the hunt group, completing the call to the first idle access line encountered. Unless the first access line in the hunt group is called, only a portion of the access line group is hunted.
 - 3.1.10.B. <u>Circle Hunting</u> Permits a complete hunt over all the access lines in a prearranged access line hunt group. If no idle access line is encountered, the hunting will continue until it reaches the access line that was originally called.
 - 3.1.10.C. Preferential Hunting Individual access lines in an access line hunt group may have an associated preferential hunt list. This hunt list specifies a hunting sequence over a predetermined subset or preferential arrangement of up to 18 access lines before proceeding to hunt through the remaining access line hunt group.

Each hunt group arrangement is subject to availability in the customer's serving central office switch. All of the lines in a hunt group arrangement must be of the same class of service (i.e., same local calling plan).

- 3.1.11. <u>Maintenance of Service</u> The Customer shall be responsible for the payment of all related charges for each service call by a Sage employee or contractor to the customer's premises where the service difficulty or trouble results from the use of terminal equipment, communications systems or premises cable and wire on the customer's side of the demarcation point. If there is no Network Interface Device (NID) at the customer's premises, the company will not charge for the service call.
 - 3.1.11.A <u>Trouble Ticket Trip Fee</u> Applies for each dispatch when a technician is dispatched and no trouble is found on the Company's side of the demarcation point. This charge also applies when a technician does not have access to the customer's premises to repair the problem during the prescheduled window or when the technician isolates the problem to the Customer-Provided-Equipment (CPE).
 - 3.1.11,B Emergency Service Call Charge Consistent with the maintenance of service requirements listed above in the introductory provision of 3.1.11, applies for each dispatch outside a normally scheduled workday where an off duty technician is called in to perform the work.

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- 5.0. General The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. The waiver of any monthly recurring charges shall be limited to 90 days on a per customer basis. Promotions filed with the PUCO will be effective on the day of filing.
- 5.1 [Reserved for Future Use]

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SECTION 6 – PRICE LIST

- 6.1. <u>Local Exchange Service</u> The following rates and charges are applicable to Residential and Business Customers.
 - 6.1.1 Non-Recurring Service Charges All rates are per service order, except as noted.

6.1.1.A.

Residence	Business
\$ 37.00	\$ 63.00
\$ 25.00	\$ 25.00
\$ 9.50	\$ 9.50
\$25.00	\$25.00
\$10.00	\$10.00
\$25.00	\$25.00
	\$ 37.00 \$ 25.00 \$ 9.50 \$25.00 \$10.00

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* This Copy of Call Records Fee applies to requests, from Customers, for copies of call records. Customers will be charged twenty-five dollars (\$25.00) for up to three (3) months of provided call records and ten dollars (\$10.00) for each additional month thereafter. For call records older than twenty-four (24) months where available, the Customer will be charged twenty-five dollars (\$25.00) for each month of call records provided.

Non-recurring installation charge applicable to new customers without existing dial tone, adding additional lines, or restoring a disconnected telephone number.

6.1.1.B. Reconnect Fee:

Residence Business

\$ 44.00 per line \$ 70.00 per line

6.1.2 [Reserved for Future Use]

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SECTION 6 - PRICE LIST (cont'd)

6.1. Local Exchange Service (Cont'd)

6.1.8. Maintenance Visit Charge

Charge Type

#Trouble Ticket Trip Fee

\$75.00

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Emergency Service Call Charge

\$300.00

NID Move

\$100.00 plus Standard or Emergency charge

6.1.9. Individual Case Basis (ICB) Arrangements

No Individual Case Basis (ICB) Arrangements exist at this time.

6.1.10. Toll Restriction Service

	Monthly Rate
Residential	\$ 15.00
Business	\$ 15.00

6.1.11. Tell-A-Friend Program

Amount of credit

Per customer

\$ 10.00

Beginning February 1, 2005, customers will receive credits for referred customers who meet criteria in 3.1.15 based on the following schedule. Referrals made prior to February 1, 2005, will be based on the above rate of \$10.00.

Referral	Allowable Credit per	
	customer referred	
1st Referral*	\$10.00	
2nd Referral*	\$15.00	
3rd and all subsequent referrals*	\$25.00	

^{*}Sage will consider any referrals made since January 1, 2002, when determining the value of credit for referrals made after February 1, 2005.

The Trouble Ticket Trip Fee applies when no trouble is found on the Company's side of the demarcation point, when a technician does not have access to the customer's premises to repair the problem, or when the technician isolates the problem to the Customer's Provided Equipment (CPE).

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Sage Telecom, Inc.

EXHIBIT C

Description of Tariff Change

This filing updates the definitions section; removes expired promotions; updates limitations language; and makes other various textual changes.