



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

RE: Sage Telecom, Inc.

Tariff Docket No. 90-9212-TP-TRF Detariffing of P.U.C.O. Tariff No. 1 in Case No. 10-1010-TP-ORD

Dear Ms. Jenkins:

Enclosed for filing please find the original Telecommunications Retail Service Offering Form for Non-BLES Carriers and the Telecommunications Application Form for Detariffing and Related Actions per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD filed on behalf of Sage Telecom, Inc. Also, P.U.C.O Tariff No. 4 replaces P.U.C.O Tariff No. 1 in its entirety. The detariffed services have been removed from P.U.C.O Tariff No. 4 and the removed services are now included in the Company's Ohio Guidebook posted on the Company's web site of <a href="https://www.sagetelecom.net">www.sagetelecom.net</a>.

The Company respectively requests an effective date of April 19, 2011.

Questions regarding this filing may be directed to my attention at (407) 740-3006 or via e-mail at croesel@tminc.com.

Thank you for your assistance.

Sincerely,

Carey Roesel

Consultant to Sage Telecom, Inc.

CR/gs Enclosure

cc: Andrew Karl – Sage Telecom

File: Sage Telecom - OH Local

TMS: OHL1103

## The Public Utilities Commission of Ohio TELECOMMUNICATIONS APPLICATION FORM for

## **DETARIFFING AND RELATED ACTIONS**

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

In the Matter of the Application of	TRF Docket No. 90- <u>9212-TP</u>	<u>-TRF</u>
Sage Telecom, Inc.	Case No.11 -2532 - <b>TP</b> - <b>A</b>	TA
to Detariff Services and make other changes related to the	NOTE: Unless you have reserved a	
Implementation of Case No. 10-1010-TP-ORD	fields BLANK.	
Name of Registrant(s) Sage Telecom, Inc.		
DBA(s) of Registrant(s) None		
Address of Registrant(s) 3300 E. Renner Road, Suite 350, Richa	rdson, Texas 75082-2800	
Company Web Address www.sagetelecom.net		
Regulatory Contact Person(s) Sherri Flatt	Phone <u>214-495-4847</u>	Fax <u>214-495-4795</u>
Regulatory Contact Person's Email Address sflatt@sagetelecom	ı.net	
Contact Person for Annual Report Sherri Flatt		Phone 214-495-4847
Address (if different from above)		
Consumer Contact Information Brenda Owens		Phone 214-495-4755
Address (if different from above)		
Part I – Tariffs		
Please indicate the Carrier Type and the reason for sul	bmitting this form by checking the	e boxes below.
NOTE: All cases are ATA process cases, tariffs are effecti		
·		

<u>Carrier Type</u>	∐ ILEC	⊠ CLEC	☐ CTS
Tariff for Basic Local Exchange Service (BLES) and/or other services required to be tariffed pursuant to 4901:1-6-11(A); detariffing of all other services	The state of the s	$\boxtimes$	
Other changes required by Chapter 4901:1-6 (Describe in detail in Exhibit C)		$\boxtimes$	

## Part II - Exhibits

Commission acts to suspend.

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

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

#### **AFFIDAVIT**

## Compliance with Commission Rules

I am an officer/agent of the applicant corporation,  $\underbrace{\textbf{Sage Telecom, Inc.}}_{(Name)}$ , and am authorized to make this statement on its behalf.

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

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

Executed on April 18, 2011 at Maitland, Florida

\*(Signature and Title)
Carey Roesel, Consultant to

Sage Telecom, Inc.

(Date) April 18, 2011

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

## **VERIFICATION**

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

\*(Signature and Title)

(Date) April 18, 2011

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

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

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

*Ot* 

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

## Sage Telecom, Inc.

EXHIBIT A

EXISTING AFFECTED TARIFF PAGES

## TITLE PAGE

# LOCAL EXCHANGE AND INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

This tariff applies to the resold and facilities-based local exchange and intrastate interexchange telecommunications services furnished by Sage Telecom, Inc. ("Sage" or "Company") in the State of Ohio. This tariff applies to residential and business customers. This tariff is on file with the Public Utilities Commission of Ohio (PUCO), and copies may be inspected, during normal business hours, at the Company's principal place of business, 3300 E. Renner Road, Suite 350, Richardson, Texas 75082-2800. This tariff complies with PUCO rules and Ohio statutes applicable to the Company.

(CT)

(CT)

Issued: March 5, 2010 Effective: March 5, 2010

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

## **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.

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Page 1 2 3 4 5 6 7 7.1 8 8.1 9 9.1 10 11 11.1 12 13 14 15 16 16.1 17 18	Number of Revisions  Except as Indicated First 103 <sup>rd</sup> Seventy-Fourth First First Original Third Original First Original First Original Fourth Third Original Coriginal Second Original Second Sixth Original Second Fourth	* *	Page 29.1 29.2 29.3 29.4 29.5 29.6 29.7 29.8 29.9 29.10 29.11 29.12 29.13 30 30.1 30.2 30.3 31	Number of Revisions  Except as Indicated  Fifth Fourth Fifth Fourth Fifth Fourth Fourth Third Fourth Third Fourth Tourth Third Fourth Tenth Second First First First Seventeenth
19	Fourth First			
20 21 22 23 23.1 24 25 26 27 28 29	Second Fourth Second Fourth First Original Original Eighth Sixth			

<sup>\*</sup>New or revised filing

Issued: February 1, 2011

Effective: February 1, 2011

## **CHECK SHEET** (cont'd)

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31.1	Second	55.1	Tenth	
31.2	Third	55.2	Fifth	
31.3	Fifth	55.3	Sixth	
31.4	Third	55.4	Third	
31.5	First	55.5	Sixth	
32	Fifth	55.6	Third	
33	Original	55.7	Fourth	
34	First	55.8	Second	
35	Second	55.9	Fourth	
36	Second	55.10	Sixth	
36.1	First	55.10.1	First	
37	Original	55.11	Second	
38	Original	55.12	Third	
39	Original	55.13	Sixth	
40	Original	56	Seventeenth	
41	Second	56.1	Third	
42	Original	57	Eleventh	*
43	Original	58	Fifth	
44	Third	58.1	Original	
45	Third	59	Sixth	
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47	Second	61	Fourth	
48	Second			
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50	Third			
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52	Third			
53	First			
54	First			

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Twelfth

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<sup>\*</sup>New or revised filing.

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### TARIFF FORMAT SHEET

- 1. <u>Page Numbering.</u> Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. New pages may occasionally be added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 34 and 35 would be 34.1.
- 2. <u>Page Revisions Numbers</u>. Page Revision Numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page revision on file with the Public Utilities Commission of Ohio. For example, the fourth revised Page 34 cancels the third revised Page 34. Because of deferrals, notice periods, *etc.*, the most current page number on file with the Commission is not always the tariff page in effect. Customers should consult with check sheet for the page currently in effect.
- 3. <u>Paragraph Numbering Sequence</u>. There are nine (9) levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.

1. 1.1. 1.1.1. 1.1.1.A. 1.1.1.A.1. 1.1.A.1.(a) 1.1.1.A.1.(a)(I)(i) 1.1.1.A.1.(a)(I)(i)(1)

- 4. <u>Check Sheet of Effective Pages</u>. When a tariff filing is made with the Commission, an updated Check Sheet of Effective Pages ("Check Sheet") accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the Check Sheet if these are the only changes made to it (i.e., the format, *etc.*). Customers should refer to the latest Check Sheet to find out if a particular page is the most current page on file with the Commission.
- 5. Symbols Used in This Tariff.
  - (AT) To signify addition to text.
  - (C) To signify a correction.
  - (CP) To signify a change in practice.
  - (CR) To signify a change in rate.
  - (CT) To signify a change in Text.
  - (DR) To signify a discontinued rate.
  - (FC) To signify a change in format lettering or numbering.
  - (MT) To signify moved text.
  - (NR) To signify a new rate.
  - (RT) To signify a removal of text.

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

### **SECTION 1 - DEFINITIONS**

<u>Account</u> - 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.

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

<u>Alternative Local Exchange Carrier</u> ("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.

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

<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.

<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.

<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 3300 E. Renner Road, Suite 350, Richardson, Texas 75082-2800.

(CT)

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

Issued: March 5, 2010 Effective: March 5, 2010

<u>Commission</u> – Public Utilities Commission of Ohio (PUCO)

(MT)

## **SECTION 1 - DEFINITIONS** <u>Called Station</u> - The terminating point of a call (*i.e.*, the called number). (MT) <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 (AT) reuse by the network. (AT) <u>Calling Area</u> - A specific geographic area so designated for the purpose of applying a specified rate structure. (MT) Carrier - The term "Carrier" means Sage Telecom, Inc. (MT, CT) Central Office - The premises of the Company or another local exchange carrier containing one or more switches (MT,CT) 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. (MT, CT)

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

Issued: December 18, 2008

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## 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) (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.

Day - 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.

(CT)

Delinquent or Delinquency - 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>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)

Emergency – 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).

E911 Customer - 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)

End User - 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)

Error – 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

(CT)

within that area.

(CT)

(MT) (MT)

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

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### 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 (MT) Sage Services. (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 (MT) 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) 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 (MT) 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. 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 (MT, CT) between exchange areas irrespective of the type(s) of facilities or technologies used. (MT, CT) Investigative or Law Enforcement Officer – An officer of the United States, a state or a political subdivision of the (AT) 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. Last Number Redial – 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 (MT, CT) 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 Effective: December 18, 2008

(CT)

(CT)

(CT)

(AT)

(AT)

(AT) (MT)

(MT)

#### SECTION 1 – DEFINITIONS (cont'd)

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

<u>Local Service – Telephone exchange service within a local calling area.</u> (AT)

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 8:00 (CT) A.M., Monday through Friday, all day Saturday, Sunday, and on holidays.

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.

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.

<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).

<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.

<u>Rate Center</u> – 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.

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.

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

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### SECTION 1 – DEFINITIONS (cont'd)

Residential Service - The phrase "residential service" means telecommunication services used primarily as non-(MT) business service. (MT) Service Commencement Date - The first day following the date on which the Company notifies the customer that (AT) the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date. Service Order - The 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. (AT) This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed calling list is customer-changeable. (AT) <u>Subscriber</u> - 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 (MT) control. (MT) Telecommunications Relay Service (TRS) - Enables deaf, hard-of-hearing or speech-impaired persons who use a (AT) 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. Telephone Call - 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) <u>Toll Blocking</u> – Allows end users to block direct-dialed long distance calls from their telephones. (AT) Toll Calls - Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company. (AT) Underlying Carrier - A provider of interstate and intraLATA telecommunications services from whom Sage (MT, CT) acquires facilities or services that it utilizes to provide the Company's services to Customers. (MT, CT) <u>User</u> – A customer or any other person authorized by a Customer to use service provided under this Tariff. (AT)

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

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### **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 intended to be available twenty-four (24) hours per day, seven (CT) (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. Where all of the necessary facilities are no longer available on a continuing basis or can no longer meet the Company's intended service quality levels on a twenty-four (24) hours per day, seven (7) days per week basis, the Company shall provide written notice to the Customer of the need to transition off of the Company's service. Such written notice shall, where possible, offer a continuation of Company service for no more than thirty (30) additional days.
- 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.

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(AT)

## 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.
- 2.3.7. Abuse or fraudulent use, harassment, and like terms include, but is not limited to situations described in Sections 2.3.5, 2.3.6, 2.12.7 or following:
  - 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, obscene, or otherwise threatening 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.

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(CT)

## 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.

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#### 2.4. <u>Liabilities of Sage (cont'd)</u>

- 2.4.5. Sage is not liable for any defacement of, or damage to, the premises of a Customer resulting from the furnishing of services or the attachment of equipment, instruments, apparatus, and associated wiring furnished by Sage on such Customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of Sage negligence. No agents or employees of other participating carriers shall be deemed to be agents or employees of Sage without written authorization. The Customer will indemnify and save harmless Sage from any claims of the owner of the Customer's premises or other third party claims for such damages.
- 2.4.6. Sage and Customer shall be excused from performance under this Tariff and under the application for service for any period, and to the extent that the party is prevented from performing any service pursuant hereto, in whole or in part, as a result of delays caused by the other party or an Act of God (as approved by the Commission), governmental agency, war, civil disturbance, court order, or any other act beyond its reasonable control authorized and covered by MTSS 4901:1-5-16, and such nonperformance shall not be deemed a violation of this Tariff or of the application for service or grounds for termination of service. Both parties retain all rights of recourse against any third parties for any failures which may create a force majeure condition for the other party.
- 2.4.7. Sage is not liable for any damages, including third-party toll usage charges, the Customer may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of the Customer's facilities includes, but is not limited to, the placement of calls from the Customer's premises, and the placement of calls through Customer-provided equipment that are transmitted or carried on the Sage network.
- 2.4.8. Where there is a connection via Customer-provided terminal equipment or Customer-provided communications systems, the point of demarcation shall be defined as the Sage facility that provides interconnection. Sage shall not be held liable for Customer-provided access media or equipment. Any maintenance service or equipment arrangements shall be addressed on an individual case basis.
- 2.4.9. Sage will not be responsible if any changes in its service cause hardware or software not provided by Sage to become obsolete, require modification or alternation, or otherwise affect the performance of such hardware or software.
- 2.4.10. The Company shall use reasonable efforts to make services available by the service date. The Company shall not be liable for any damages whatsoever resulting from delays in meeting the estimated service date due to delays resulting from normal installation procedures. Such delays shall include those allowed by MTSS Rule 4901:1-5-16.

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## 2.4. Liabilities of Sage (cont'd)

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

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

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#### 2.5 **Responsibilities of the Customer**

2.5.1. Customers have certain rights and responsibilities under the Minimum Telephone Service Standards (Ohio Adm. Code 4901:1-5)(MTSS). These safeguards can be found in the Appendix to Ohio Adm. Code 4901:1-5-03, which is entitled "Telephone Customer Rights and Responsibilities". These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

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

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

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#### 2.5. Responsibilities of the Customer (cont'd)

- 2.5.5.A. Loss due to theft, fire, flood, or other destruction of Sage's equipment or facilities on Customer's premises.
- 2.5.5.B. Reimbursing Sage for damages to facilities or equipment caused by the negligence or willful acts of the Customer's officers, employees, agents or contractors.
- 2.5.5.C. Charges incurred with interconnect or local operating companies for service or service calls made to the Customer's premises or on the Customer's leased or owned telephonic equipment unless Sage specifically authorizes said visit or repairs in advance of the occurrence and Sage agrees in advance to accept the liability for said repairs or visit.
- 2.5.5.D. Payment for all Sage service charges incurred through usage or direct action on the part of the Customer.
- 2.5.6. The Customer may be required to verify in writing that it is duly authorized to order service at all locations designated by the Customer for service, and assumes financial responsibility for all locations designated by the Customer to receive Sage's services. If the verification (i.e., a letter of authorization) cannot be produced within five (5) calendar days of the request, the presubscription of the Customer's locations are considered unauthorized.

This section is not applicable to a service order for one single-dwelling unit or for one business location.

- 2.5.7. The Customer shall not use the Sage name, logo or trademark in any promotional materials, contracts, Tariffs, service bills, etc., without expressed written authorization from Sage. The Customer shall not use the Sage name, logo or trademark in any pre-sale activities. The Customer is prohibited from using Sage's name or trademark on any of the Customer's products or services.
- 2.5.8. Customer may not assign or transfer any of its rights or services ordered without the prior written consent of Sage. Sage may assign any service orders to its parent company or any affiliate. Sage will notify Customers of any such assignment.

## 2.6 **Application for Service**

- 2.6.1. Applicants wishing to obtain service must initiate a service order which may include the Customer's authorization for Sage to instruct other carriers and vendors and the appropriate LEC to provide certain services on the Customer's behalf. Sage will obtain the proper authorization from the Customer where necessary, pursuant to Commission regulations. Applications for initial or additional service made verbally or in writing become a contract upon the establishment of the service or facility.
- 2.6.2. When a customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below:

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

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## 2.7. Establishing Credit, Deposits and Advance Payments

#### 2.7.1. Credit Requirement

- 2.7.1.A. Sage may require an applicant for service to satisfactorily establish credit, pursuant to MTSS Rule 4901:1-5-13.
- 2.7.1.B. For the purposes of this rule, "applicant" is to be defined as a person who applies for service for the first time or reapplies at a new or existing location after a previous discontinuance of service; "customer" is defined as someone who is currently receiving service.

#### 2.7.2. Reestablishment of Credit

Any applicant who previously has been an end-user of Sage and whose service has been discontinued for nonpayment of bills shall be required, before service is rendered, to pay all amounts due Sage.

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## 2.7.3. Deposits

To safeguard its interests, the Company may, in accordance with MTSS Rules 4901:1-17 and 4901:1-5-13 of the Ohio Administrative Code, require a Customer to establish credit and make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges.

#### 2.8. Payment of Charges

- 2.8.1. The Customer is responsible for the payment of all charges for facilities and services furnished by Sage to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.
- 2.8.2. For billing of monthly charges, service is considered to be established upon the day in which Sage notifies the Customer of installation and testing of the Customer's services.
- 2.8.3. Usage charges will be billed monthly in arrears. Customer will be billed for all usage accrued beginning immediately upon access to the service. Customers will be billed for usage occurring during their specific 30-day billing cycle, which for purposes of computing charges shall be considered a month. The rates charged to a Customer will be the rates in effect on the first day of the Customer's billing cycle. Sage will provide notice to its customers regarding rate increases and rates in effect during the billing cycle consistent with MTSS Rules 4901:1-5-7 and -15.
- 2.8.4. Monthly charges for all access service components, provided hereunder, are billed in advance of service and reflect the rates in effect as of the date of the invoice. A Customer's first invoice may contain charges from previous periods for service provided from the date of installation through the current invoice period. Customers will have the option to spread local exchange telephone service installation charges over a period of three months.

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## 2.8. Payment of Charges (cont'd)

- 2.8.5. Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the business office of Sage or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payment may be made by cash, check, money order, cashier's check, or certain major credit cards. Customer payments are considered prompt when received by Sage or its agent by the due date on the bill. Amounts not paid within fourteen (14) days after the mail date of invoice will be considered past due. In the event that a postmark on a customer's payment received after the due date is not discernible, a three day mailing period will be presumed. If the last calendar day for remittance falls on a Sunday, legal holiday, or other day when the offices of Sage are not open to the general public, the final payment date shall be extended through the next business day.
- 2.8.6. If any portion of the payment is not received by Sage, or if any portion of the payment is received by Sage in funds that are not immediately available, then a late payment penalty may be assessed. Charges greater than \$50.00 left unpaid sixteen (16) days after the mail date of the invoice are subject to a late payment charge of \$6.00. The late payment penalty shall apply to all customers. The late payment penalty will not be placed on the customer's account until the next bill cycle.

Any disputed charge may be brought to Sage's attention by verbal or written notification. In the case of a billing dispute between the Customer and Sage that cannot be settled to their mutual satisfaction, the undisputed portion and subsequent bills must be paid on a timely basis, or the service may be subject to disconnection. The Customer may request an in-depth investigation into the disputed amount and a review by a Sage manager. During the period that the disputed amount is under investigation, Sage shall not pursue any collection procedures or assess late fees with regard to the disputed amount. The Customer shall be required to pay the undisputed part of the bill, and if not paid, Sage may discontinue service pursuant to MTSS Rule 4901:1-5-17. In the event the dispute is not resolved, Sage shall inform the customer that the customer has the option to pursue the matter with the Public Utilities Commission. The complaint may be filed at the following address:

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

The Customer may also contact the Commission via email at <a href="www.puco.ohio.gov">www.puco.ohio.gov</a> or by toll-free at 1-800-686-7826 or for TDD-TTY at 1-800-686-1570 from 8:00am to 5:30 pm (EST) weekdays. Residential customers may also contact the Ohio Consumer's Counsel for assistance with complaints and utility issues by toll-free at 1-877-742-5622 from 8:00am to 5:30 pm (EST) weekdays or at <a href="www.pickocc.org">www.pickocc.org</a>.

- 2.8.7. The Customer is responsible to pay Sage for all toll calls or other third party charges resulting from the origination of calls to points outside the local exchange and for charges or calls billed to the Customer's number.
- 2.8.8. Sage may assess up to a maximum rate of a forty dollar (\$40.00) charge for each returned check or credit card chargeback. The Company may refuse to honor any Customer's personal check, draft, or other instrument if, in the preceding twelve (12) months, the Customer had twice submitted payments through the use of personal checks, drafts, or other instruments that were subsequently dishonored. Exceptions shall be made when the payment(s) had been dishonored due to bank error.

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## 2.8. Payment of Charges (cont'd)

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- 2.8.9. If service is suspended/disconnected by Sage in accordance with MTSS Rule 4901:1-5-17, and later restored, restoration of service will be subject to MTSS Rules 4901:1-5-7, 1-5-13, and 1-5-17. Unless prevented by circumstances beyond the Company's control or unless a customer requests otherwise, the Company shall restore service by 5:00 P.M. on the next business day following either:
  - a. If service is suspended, receipt by the company or its authorized agent of the full amount in arrears for which service was suspended, in addition to payment of the Reconnection Fee.
  - b. If service was disconnected, receipt by the Company or its authorized agent of the full amount in arrears for which the service was disconnected, in addition to applicable installation charges consistent with MTSS Rules 4901:1-5-7 and 1-5-13, or upon verification by the company that conditions which warranted disconnection of service have been eliminated; in all cases the Company will comply with MTSS Rule 4901:1-5-13 and 1-5-17 for establishment and disconnection of service; or
  - c. If the service is suspended or disconnected, agreement by the company and the customer on a deferred payment plan and a payment, if required, under the plan.

Material appearing on this page was previously located on Page 16.

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### 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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#### 2.11. Disconnection of Service by Customer

- 2.11.1. By giving notice, Customer may disconnect service at any time following applicable minimum service requirement(s). The Company will comply with the requirements under the MTSS Rule 4901:1-5-17 for disconnection of service by customer.
- 2.11.2. The Customer will be responsible for all usage charges through the date of disconnection. For nonusage sensitive charges, Customer will be liable for the prorated monthly recurring charge up to the effective date of the cancellation or termination.

#### 2.12. <u>Cancellation for Cause</u>

- 2.12.1 The Company may discontinue all service, discontinue a portion of service, or cancel an application for service without incurring any liability pursuant to Rule 4901: 1-5-17 of the Ohio Administrative Code.
- 2.12.2 Service may be discontinued in compliance with MTSS Rule 4901:1-5-17. Service may be discontinued during normal business hours after the date specified in the notice of discontinuance. Service shall not be discontinued 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.
- 2.12.3 At least 24 hours preceding a discontinuance, the Company shall make reasonable efforts to contact the Customer to advise it of the proposed discontinuance and what steps must be taken to avoid it.
- 2.12.4 The company is prohibited from disconnecting any customer's local exchange service for nonpayment of charges incurred by the customer for toll service.
- 2.12.5 Disconnection notices issued by the company pursuant to Rule 4901:1-5-17, must inform the customer facing local service disconnection of the total amount which the subscriber would need to pay in order to avoid disconnection of local service (which shall not be greater than the past due balance). It must also inform the customer of the company's legal obligation to provide "local only" service to customers whose local service charges are paid, even while their toll service is disconnected for nonpayment of outstanding toll debt.
- 2.12.6 Partial payments by a customer to the company will be apportioned by the company to its regulated local service charges first before being applied by the company to any toll charges and will be apportioned to regulated telephone service charges first before being applied to charges for non-regulated services.
- 2.12.7 After notifying the subscriber, or attempting to notify the subscriber, through any reasonable means, Sage may refuse, suspend, limit, or cancel a customer's service immediately in the event that the usage or acts of the customer are such to indicate intention to defraud the Company, to abuse or harass others, or to partake in similar activities. This includes fraudulently placing and receiving calls and/or providing false credit information, or misrepresentation of the customer's identity for the purpose of obtaining basic local exchange service. Abuse or fraudulent use includes 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 and the use of profane or obscene language, and etc.

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## 2.13 <u>Use of Company's Service by Others</u>

## 2.13.1 Resale and Sharing

SECTION 2.13 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY THE PUBLIC UTILITIES COMMISSION OF OHIO TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES.

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

Rates for Resale and Sharing Service will be determined on an Individual Case Basis (ICB).

#### 2.13.2 Joint Use Arrangements

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

### 2.14 Notice and Communication

- 2.14.1 The Customer shall designate on the Application for Service an address to which Sage shall mail or deliver all notices and other communications, except that Sage may also designate a separate address to which Sage's bills for service shall be mailed.
- 2.14.2 Sage shall designate on the Application for Service an address to which the Customer shall mail or deliver all notices and other communications, except that Sage may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- All notices or other communications required to be given pursuant to this Tariff shall be made in writing to Sage at 3300 E. Renner Road, Suite 350, Richardson, Texas 75082-2800 or by calling (214) 495-4700. Notices and other communications of either party, and all bills mailed by Sage, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U. S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.14.4. Sage or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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Richardson, Texas 75082-2800

(CT)

## 2.15. Taxes, Surcharges and Utility Fees

The customer is responsible for the payment of all federal, state and local and E911 taxes, surcharges, utility fees, or other similar fees that may be levied by a governing body or bodies in conjunction with or as a result of the service furnished under this Tariff. These charges may appear as separate line items on the Customer's bill and are not included in the rates contained in this Tariff. The Company shall not assess separately any taxes, fees or charges, other than government-approved sales taxes imposed directly on endusers, without seeking Commission approval under the local competition procedures required by the Commission. The Company will comply with Commission procedures by sending notice to all customers informing them of the new line item charges.

## 2.16. <u>Customer Billing Inquiries</u>

Any customer who has a question regarding his/her telephone bill may contact Sage toll free at (888) 449-4940, or at 3300 E. Renner Road, Suite 350, Richardson, Texas 75082-2800.

## 2.17 <u>Telecommunication Relay Services (TRS)</u>

Customers may be assessed a monthly charge per line to fund the Telecommunication Relay Services for the State of Ohio in accordance with Section 4905.84 of the Revised Code. This charge shall in no event exceed the per end user line (or equivalent) assessment of the Public Utilities Commission of Ohio levied upon the Company.

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#### **SECTION 3 - DESCRIPTION OF SERVICES**

## 3.1. <u>Local Exchange Telecommunications Services</u>

- 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:
  - 3. 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



Issued: August 17, 2009 Effective: August 17, 2009

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

## 3.1.2. <u>Local Exchange Service</u> (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.

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4. 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.
  - Service is furnished only for use by the Business Customer, guests, employees and business associates.

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Effective: August 17, 2009

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

## 3.1.2. <u>Local Exchange Service</u> (cont'd)

#### 3.1.2.A. Business Services

- 3. Service is available whenever the use of the service is primarily or substantially of a business, professional institution or otherwise occupation nature, or where the listing required is such as to indicate business use. Business rates are applicable to:
  - a. Offices, stores, factories, boarding houses, offices of hotels and apartment houses, colleges, public, private or parochial schools, hospitals, nursing homes, libraries, institutions, churches and all other establishments of a strictly business nature.
  - b. Any location where a business designation is provided or when a title indicating a trade, occupation or profession is listed.
  - c. Service terminating solely on the answering service facilities of a telephone answering firm will carry business rates.
  - d. Residential locations where the Business customer has no regular business telephone service and the use of the service by the Business Customer, members of the household, or guests is of a business nature as may be indicated by advertising through newspapers, handbills, billboards, circulars, business cards, or otherwise.



Material previously located on this page now appears on Page 23.1

Issued: August 27, 2004

Effective: August 27, 2004

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

#### 3.1.2. <u>Local Exchange Service</u> (cont'd)

- 3.1.2.B. <u>Residential Services</u> Residential Services provide the Customer with the general telecommunications services listed in Section 3.1.1 of this Tariff and is not available to those locations governed by Section 3.1.2.A.
  - Residential 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 the customer to be unblocked.
  - 2. The company provides collect calling services to residential customers subject to a \$25.00 limit for all collect calls received. Collect calls received after the \$25.00 limit has been reached during a billing period will be blocked. The block will remain in place until the \$25.00 balance is paid or reduced. The customer may pay down the \$25.00 at any time during the month in order to restore the collect calling feature. The collect call limitation is a separate element of service and applies independently of any rate plan. New residential customers are notified of the \$25.00 collect call limit in Sage's Terms and Conditions of Service mailed to the customer at the time of service initiation. Once customers approach or exceed the \$25.00 limit, during a billing period, they are notified via an automated message to the telephone number of record.
  - Residential service offerings that include unlimited usage are limited to use for residential voice applications. This includes service offerings providing for unlimited local usage, unlimited intraLATA usage and/or unlimited interLATA usage. No commercial use of any form is permitted for such unlimited service offerings. Incidental calling for dial-up Internet access, for data and fax type applications and for other restricted uses reflected in this tariff is permitted up to a maximum of 1200 minutes within any consecutive thirty-day period; any such usage beyond this threshold shall be presumed to be non-residential in nature. If at any time, the Company determines that the Customer's usage is nonresidential or is not consistent with use for residential voice applications, the Company may immediately take actions to enforce adherence to this tariff and to the Company's Statement of Terms and Conditions of Service that are applicable to interLATA and international long distance. Such actions may include the transition to a higher tier within the customer's existing service plan and the application of the High Usage Charge.

The High Usage Charge is applicable to all Residential service plans whenever usage thresholds established in Section 6.5, following, are exceeded, including plans that offer unlimited usage and plans that do not offer unlimited usage. The existence of the High Usage Charge shall be communicated to the Customer in advance of its initial application, and shall thereafter apply automatically whenever the threshold is exceeded. Upon request, usage information will be provided pursuant to Section 6.5, following. The High Usage Charge is a separate element and applies independently of any unlimited plan rate tier.

For residential service offerings that include unlimited usage, the Company will notify the Customer in writing when the previous month's usage exceeds that normally associated with residential voice applications. Such written notice will inform the Customer that a higher tier rate will apply if, after two additional two months, the usage remains above usage thresholds established in the existing service plan. Customers whose excessive usage levels resulted in a higher rate will, upon request, qualify for the lower-tier rate(s) after three consecutive months of usage below usage thresholds established in the existing service plan. The High Usage Charge is a separate element and applies independently of any unlimited plan rate tier.

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### SECTION 3 - DESCRIPTION OF SERVICES (cont'd)

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

#### 3.1.3. Service Areas and Local Calling Scopes

3.1.3.A. Sage provides residential and business telecommunications services, as described in this tariff, within the AT&T Ohio Telephone Company (AT&T OHIO) exchanges within the State of Ohio. The Company hereby mirrors the Map and Legal Description tariffs of AT&T Ohio, listed below, to identify its service territory. Any future modifications to these exchange boundaries or legal descriptions of these boundaries will be automatically mirrored by the Company on a going forward basis. If not mirrored, new detailed maps and legal descriptions on an individual exchange

basis will be filed with the commission for approval.	oasis wil	I be fi	iled with	the	commission	for	approval.
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Exchange Name	Zone	Exchange Name	Zone
Aberdeen	1	Conesville	3
Akron	1,2,3	Corning	3
Alliance	3	Coshocton	3
Alton	3	Dalton	3 3 3
Arabia	3	Danville	
Atwater	3	Dayton	1,2,3
Barnesville	3	Donnelsville	3
Beallsville	3	Dresden	3
Beavercreek	3	Dublin	2
Bedford	3	Duffy	3
Belfast	3	East Liverpool	3
Bellaire	3 3 3	East Palestine	3 3 3
Bellbrook		Enon	3
Belpre	3	Fairborn	3
Berea	2	Findlay	3
Bethesda	2 3 3 3	Fletcher-Lena	3
Bloomingburg	3	Fostoria	3
Bloomingville	3	Franklin	3
Bowersville	3	Fremont	3 3 3 3 3
Brecksville	3	Fultonham	3
Burton	3	Gahanna	2
Canal Fulton	3	Gallipolis	3
Canal Winchester	3	Gates Mills	3
Canfield	3 3	Girard	3 3 3
Canton		Glenford	3
Carroll	3	Gnadenhutten	3
Castalia	3	Graysville	3
Cedarville	3 3	Greensburg	3
Centerville	3	Grove City	3
Chagrin Falls	3	Groveport	3
Cheshire	3	Guyan	3
Chesterland	3	Harrisburg	3
Christiansburg	3	Hartville	3
Clarington	3	Hillcrest	2
Cleveland	1,2,3	Hilliard	3
Columbiana	3	Hillsboro	3 3 3 3 3 3 2 3 3
Columbus	1,2	Holland	3

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

## 3.1.3. Service Areas and Local Calling Scopes

Exchange Name	Zone	Exchange Name	Zone
Hubbard	3	Nelsonville	3
Independence	2	New Albany	3
Ironton	3	New Carlisle	3
Jamestown	3	Newcomerstown	3 3 3 3 3
Jeffersonville	3	New Holland	3
Kent	3	New Lexington	3
Kirtland	3	New Matamoras	3
Lancaster	3	Newport	3
Leetonia	3	New Riegel	3 3 3
Leroy	3	New Waterford	3
Lewisville	3	Niles	3
Lindsey	3	North Canton	3
Lisbon	3	North Hampton	3
Lockbourne	3	North Jackson	3
London	3	North Lima	3
Louisville	3	North Royalton	3
Lowellville	3	Norwich	3
Magnolia-Waynesburg	3	Olmsted Falls	3
Manchester	3	Painesville	3
Mantua	3	Perrysburg	3
Marietta	3	Philo	3 3 3 3 3 3 3 3
Marlboro	3	Piqua	3
Marshall	3	Pitchin	3
Martins Ferry Bridgeport	3	Rainsboro	3
Massillon	3	Ravenna	3
Maumee	3	Reynoldsburg	2
Medway	3	Rio Grande	3
Mentor	3	Ripley	3
Miamisburg-Carrollton	3	Rogers	3
Middletown	3	Rootstown	3
Milledgeville	3	Roseville	3
Mingo Junction	3	Rushville	3
Mogadore	3	St. Clairsville	3 3 2 3 3 3 3 3 3 3 3 3 3
Monroe	3	Salem	3
Montrose	3	Salineville	3
Murray City	3	Sandusky	
Navarre	3	Sebring	3

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

## 3.1.3. Service Areas and Local Calling Scopes

Exchange Name	Zone	Exchange Name	Zone
Sedalia	3	Willoughby	2
Sharon	3	Winchester	3
Shawnee	3	Woodsfield	3
Solon	3	Worthington	3 2 3 3
Somerset	3	Xenia	3
Somerton	3	Yellow Springs-Clifton	
South Charleston	3	Youngstown	2,3
South Vienna	3	Zanesville	3
Springfield	3		
Spring Valley	3		
Steubenville	3		
Strongsville	3		
Sugar Grove	3		
Sugar Tree Ridge	3		
Terrace	2 3		
Thornville			
Tiffin	3		
Toledo	1,2,3		
Toronto	3		
Tremont City	3	·	
Trenton	3		
Trinity	2		
Uhrichsville	3		
Uniontown	3		
Upper Sandusky	3		
Vandalia	3		
Victory	2		
Vinton	3		
Walnut	3		
Washington Court House	3		
Wellsville	3		
Westerville	2		
West Jefferson	3		
West Lafayette	3		
Whitehouse	3		
Wickliffe	2		
	- Chairmann ann ann ann ann ann ann ann ann ann		

## 3.1.3.B. Exchanges included in Local Calling Areas:

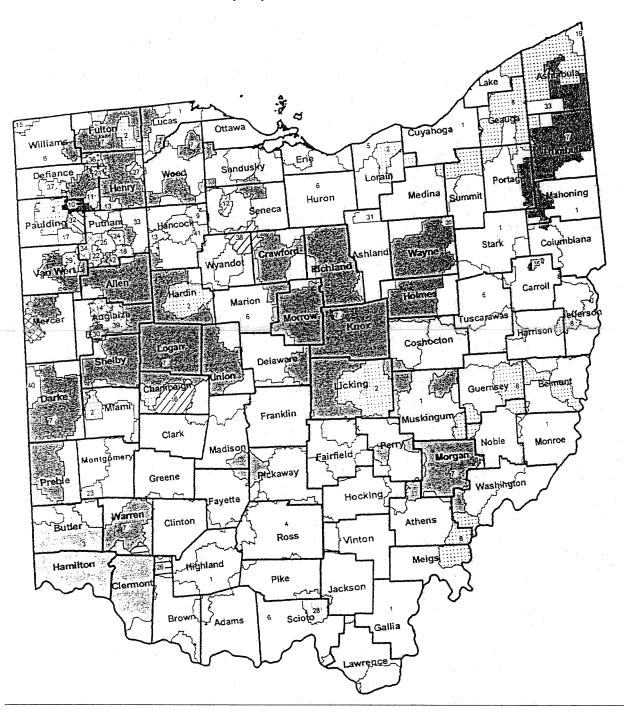
Sage concurs with the applicable ILEC's exchanges for all customers.

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

# 3.1.3. <u>Service Areas and Local Calling Scopes</u> (Cont'd)

3.1.3.C. Service Territory Map



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

### 3.1.4. Local Service Plans

### 3.1.4.A. Residential

All service plans are subject to the application of the High Usage Charge pursuant to Section 6.5, following, and to other charges pursuant to this tariff.

1. Simply Savings1\*

The Simply Savings Plan includes the following bundle of services:

Basic Local Exchange Service, including unlimited local voice calling

(CT)

- Caller ID Service

- The following Custom Calling Features:

Repeat Dialing Call Screening Call Waiting

Call Screening
Call Forwarding

Speed Calling
Three-Way Calling

Automatic Callback

Wait & See

Eligibility: Residential customers in the originating AT&T Ohio exchanges

listed in Section 3.1.3.A. Effective November 1, 2006 the residential Sage Simply Savings Plan has been discontinued for new Sage Customers. Residential customers with this service prior

to November 1, 2006 may remain on this plan.

This service plan is subject to the application of the High Usage Charge pursuant to Section 6.4 of this tariff.

<sup>1</sup>Previously tariffed and sold as Home Choice Plan

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

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

### 3.1.4. Local Service Plans (cont'd)

### 3.1.4.A. Residential (cont'd)

2. Sage Unlimited Plan\*

The Sage Unlimited Plan includes the following bundle of services:

- Basic Local Exchange Service, including unlimited local voice calling

(CT)

- Caller ID Service - Free

- The following Custom Calling Features Free:

Repeat Dialing Call Waiting
Call Screening Speed Calling
Call Forwarding Three-Way Calling
Automotic Callback Weit & See

Automatic Callback Wait & See

Eligibility: Residential customers in Zone 1 and 2 exchanges listed in Section

3.1.3.A. Customers must choose Sage as their intraLATA toll and interLATA long distance carrier to receive the unlimited minutes of Sage 1+ long distance minutes each month. Sage Unlimited Plan is no longer offered to new residential customers after March

15, 2004.

The Sage Unlimited Plan cannot be used for long distance access to the Internet, or for business purposes such as telemarketing or autodialing. Unlimited long distance only applies to the telephone line on which this plan is assigned.

This service plan is subject to the application of the High Usage Charge pursuant to Section 6.4 of this tariff.

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

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

# 3.1.4. Local Service Plans (cont'd)

### 3.1.4.A. <u>Residential</u> (cont'd)

3. Simply Savings PLUS\*

The Simply Savings PLUS includes the following bundle of services:

- Basic Local Exchange Service, including unlimited local voice calling

(CT)

- Caller ID Service

- The following Custom Calling Features:

Repeat Dialing
Call Screening
Call Forwarding
Automatic Callback

Call Waiting
Speed Calling
Three-Way Calling
Wait & See

Eligibility: Residential customers in the originating AT&T Ohio exchanges

listed in Section 3.1.3.A.

Effective August 1, 2006 the residential Sage Simply Savings Plus Plan has been discontinued for new Sage Customers. Residential customers with this service prior to August 1, 2006 may remain on this plan.

This service plan is subject to the application of the High Usage Charge pursuant to Section 6.4 of this tariff.

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

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

# 3.1.4. Local Service Plans (cont'd)

### 3.1.4.A. <u>Residential</u> (cont'd)

4. Simply Savings COMPLETE\*

The Simply Savings COMPLETE includes the following bundle of services:

- Basic Local Exchange Service, including unlimited local voice calling

(CT)

- Caller ID Service - Free

- The following Custom Calling Features Free:

Repeat Dialing Call Screening Call Waiting Speed Calling

Call Forwarding

Three-Way Calling

Automatic Callback

Wait & See

Eligibility: Simply Savings COMPLETE is no longer offered to new

residential customers after October 18, 2004.

The Simply Savings COMPLETE cannot be used for long distance access to the Internet, or for business purposes such as telemarketing or autodialing. Unlimited long distance only applies to the telephone line on which this plan is assigned.

This service plan is subject to the application of the High Usage Charge pursuant to Section 6.4 of this tariff.

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Effective: November 5, 2008

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

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

### 3.1.4. Local Service Plans (cont'd)

# 3.1.4.A. <u>Residential</u> (cont'd)

5. Simply Savings COMPLETE Plan B\*

The Simply Savings COMPLETE Plan B includes the following bundle of services:

- Basic Local Exchange Service, including unlimited local voice calling

(CT)

- Caller ID Service

- The following Custom Calling Features are included:

Repeat Dialing
Call Screening

Call Waiting Speed Calling

Call Forwarding

Three-Way Calling

Automatic Callback

Wait & See

Eligibility: Effective August 14, 2006 the residential Sage Simply Savings Complete Plan B has been discontinued for new Sage Customers. Residential customers with this service prior to August 14, 2006 may remain on this plan.

This service plan is subject to the application of the High Usage Charge pursuant to Section 6.4 of this tariff.

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Effective: November 5, 2008

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

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

### 3.1.4. Local Service Plans (cont'd)

# 3.1.4.A. Residential (cont'd)

6. Simply Savings Choice\*

Simply Savings Choice includes the following bundle of services:

- Basic Local Exchange Service, including unlimited local voice calling

(CT)

Caller ID Service

- The following Custom Calling Features:

Repeat Dialing
Call Waiting
Call Screening
Call Forwarding
Automatic Callback

Call Waiting
Speed Calling
Three-Way Calling
Wait & See

- Any one of the following features packages

o Privacy Package – includes Non-Published service

Eligibility: Residential customers listed in Section 3.1.3.A. Effective

August 1, 2006 the residential Sage Simply Savings Choice Plan has been discontinued for new Sage Customers. Residential customers with this service prior to August 1,

2006 may remain on this plan.

This service plan is subject to the application of the High Usage Charge pursuant to Section 6.4 of this tariff.

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

Issued: November 5, 2008 Effective: November 5, 2008

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

# 3.1.4. <u>Local Service Plans</u> (cont'd)

### 3.1.4.A. Residential (cont'd)

# 7. Ohio Budget Service Plan\*

The Ohio Budget Service Plan includes the following bundle of services:

- Basic Local Exchange Service, including unlimited local voice calling
- Caller ID Service
- The following Custom Calling Features: Call Waiting

Eligibility: Existing Residential customers in the originating AT&T Ohio exchanges listed in Section 3.1.3.A. Effective August 6, 2008 the residential Ohio Budget Service Plan has been discontinued for new Sage Customers. Residential customers with this service prior to August 6, 2008 may remain on this plan.



This service plan is subject to the application of the High Usage Charge pursuant to Section 6.5 of this tariff.

### 8. Sage Select

Sage Select is a program offered to qualifying residential Sage customers. To qualify for the Sage Select program, a Sage customer must be subscribed to a bundled Sage product which includes local, intraLATA and interLATA long distance services and a minimum of two features. Customers must have had an active account with Sage for a minimum of nine (9) consecutive months and have paid the full amount due for each invoiced month on or before the monthly invoice due date. In order to remain a member of Sage Select, customers must keep their account in good payment standing. Effective November 1, 2007 new customers entering the Sage Select program will need to establish an auto pay method of payment in order to enter the Sage Select program. This would include recurring credit card payment or recurring e-check payments.

Sage Select benefits include:

- Service anniversary gift;
- Ongoing plan optimization assistance;
- Installation Fee waiver for additional lines and moves.

Sage reserves the right to cancel or modify this program at any time.

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

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### 3.1. Local Exchange Telecommunications Services (cont'd)

### Local Service Plans (cont'd) 3.1.4.

### 3.1.4.A. Residential (cont'd)

### Vacation Service

Vacation Service allows customers a discount when they are not using their local residential bundled service. Customers will be eligible for Vacation Service after two months of service and if their account is in good standing. The minimum period for Vacation Service is one month and the maximum length of time the discount can be applied is six consecutive months per year. Customers can only receive the discount one time per year based on the customer's anniversary date. A one time fee applies to initiate the Vacation Service. The Vacation Service may be disconnected upon notification by the customer or at the end of six months, whichever occurs first. Lines on the Vacation Service will be blocked from making long distance calls during the period of the discount.

(A) Nonrecurring Charge

\$25.00

(B) Monthly Recurring Discount for Initial Line

50% of the bundled service monthly rate. Credit amount does not include any additional charges for optional features, long distance, or other services and fees.

(CT)

(C) Monthly Recurring Discount for Each Additional Line

50% of the bundled service monthly rate. Credit amount does not include any additional charges for optional features, long distance, or other services and fees.

(CT)

Issued: February 10, 2009

Issued By: Robert W. McCausland Vice President and Secretary Sage Telecom, Inc.

Effective: February 10, 2009

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

### 3.1.4. Local Service Plans (cont'd)

# 3.1.4.A. Residential (cont'd)

10. Sage Simply Savings Unlimited\*

The Sage Simply Savings Unlimited Plan includes the following bundle of services:

- Basic Local Exchange Service, including unlimited local voice calling
- Caller ID Service Free
- The following Custom Calling Features Free:

Repeat Dialing Call Waiting
Call Screen Speed Calling 8
Call Forwarding Three-Way Calling
Automatic Callback Wait & See

MultiRing

- Discounted pricing for additional services

Eligibility: Effective August 6, 2010, this plan is no longer available for new customers. Residential customers with this service prior to August 6, 2010 will be grandfathered.

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Sage Simply Savings Unlimited long distance only applies to the telephone line on which this plan is assigned and is subject to terms and conditions specified in Section 3.1.2.B.

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

Issued: August 6, 2010 Effective: August 6, 2010

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

# 3.1.4. <u>Local Service Plans</u> (cont'd)

### 3.1.4.A. <u>Residential</u> (cont'd)

11. Sage Simply Savings Preferred\*

The Sage Simply Savings Preferred Plan includes the following bundle of services:

- Basic Local Exchange Service, including unlimited local voice calling
- Caller ID Service Free
- A choice of any of the following Custom Calling Features Free:

Repeat Dialing
Call Screen
Call Forwarding
Automatic Callback
MultiRing
Call Waiting
Speed Calling 8
Three-Way Calling
Wait & See

This plan is available to residential customers only. Effective November 1, 2009 this plan is no longer available for new customers. Residential customers with this service prior to November 1, 2009 may remain on this plan. (AT)

Issued: October 1, 2009

Effective: October 1, 2009

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

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

# 3.1.4. Local Service Plans (cont'd)

# 3.1.4.A. Residential (cont'd)

# 12. Sage Simply Savings Essentials\*

The Sage Simply Savings Essentials Plan includes the following bundle of services:

- Basic Local Exchange Service, including unlimited local voice calling
- Caller ID Service Free
- Call Waiting Service Free
- A choice of 1 of the following Custom Calling Features Free:

Wait & See Three-way Calling Call Forwarding

This plan is available to residential customers only. Effective November 1, 2009 this plan is no longer available for new customers. Residential customers with this service prior to November 1, 2009 may remain on this plan.

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Issued: October 1, 2009

Effective: October 1, 2009

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

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

# 3.1.4. Local Service Plans (cont'd)

# 3.1.4.A. Residential (cont'd)

13. Sage Simply Savings Essentials - Features\*

The Sage Simply Savings Essentials – Features Plan includes the following bundle of services:

- Basic Local Exchange Service, including unlimited local voice calling
- Caller ID Service Free
- Call Waiting Service Free
- A choice of 1 of the following Custom Calling Features Free:

Wait & See Three-way Calling Call Forwarding

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Sage Security Package including:
 Toll Restriction, Anonymous Call Rejection, Wait & See, Three-Way Calling, Call Forwarding, and Call Screen

Eligibility: This plan is available to residential customers only. Effective November 1, 2009 this plan is no longer available for new customers. Residential customers with this service prior to November 1, 2009 may remain on this plan.

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Issued: October 1, 2009

Issued By:
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Effective: October 1, 2009

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

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

# 3.1.4. Local Service Plans (cont'd)

# 3.1.4.A. <u>Residential</u> (cont'd)

14. Sage Simply Savings Superior\*

The Sage Simply Savings Superior Plan includes the following bundle of services:

- Basic Local Exchange Service, including unlimited local voice calling
- Caller ID Service Free
- A choice of any of the following Custom Calling Features Free:

Repeat Dialing
Call Screen
Call Forwarding
Automatic Callback
MultiRing
Call Waiting
Speed Calling 8
Three-Way Calling
Wait & See

Eligibility: This plan is available to residential customers only. Effective November 1, 2009 this plan is no longer available for new customers. Residential customers with this service prior to November 1, 2009 may remain on this plan.

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Issued: October 1, 2009 Effective: October 1, 2009

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<sup>(</sup>AT)

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

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

# 3.1.4. <u>Local Service Plans</u> (cont'd)

### 3.1.4.A. Residential (cont'd)

### 15. Winback Credits

Residential Winback customers who return to Sage and subscribe to any currently available Simply Savings, or international plan, 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 receive notice of this offer through Sage marketing campaigns. This offer includes 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.

### 16. Win/Winback Bundle Credit

Residential Win/Winback customers who subscribe to any currently available ValueChoice plan, Nationwide plan, or EZChoice plan 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 receive notice of this offer through Sage marketing campaigns. This offer includes 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, taxes, fees, surcharges, or other services.

Issued: December 24, 2010 Effective: January 1, 2011

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(CT)

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

# 3.1.4. Local Service Plans (cont'd)

## 3.1.4.A. <u>Residential</u> (cont'd)

### 17. Uniendo Familias Plan\*

The <u>Uniendo Familias Plan</u> includes the following bundle of services:

- Basic Local Exchange Service, including unlimited local voice calling
- Caller ID Service Free
- Call Waiting Service Free
- A choice of one of the following Custom Calling Features Free:

Wait & See Three-way Calling Call Forwarding

 Rate for domestic long distance minutes is at \$0.10 per minute. Applies to direct dialed, 1+ long distance or 1+ intraLATA toll calls made to points within the continental U.S., Alaska, Hawaii, Puerto Rico, and U.S. Virgin Islands.

Eligibility: This plan is available to residential customers only. Effective December 16, 2009 the residential Uniendo Familias Plan has been discontinued for new Sage Customers. Residential customers with this service prior to December 16, 2009 may remain on this plan.



Metropolitan or Regional calling where available at an additional charge

# 18. \$5 Off Simply Savings Preferred

New residential customers who subscribe to any currently available Simply Savings Preferred plan are eligible for this offer. Customers must choose Sage as their intraLATA and interLATA carrier to qualify. Customers may not combine this credit with any other promotions or offers.

Customers who qualify receive notice of this offer through Sage marketing campaigns. This offer includes 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.

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

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

# 3.1.4. <u>Local Service Plans</u> (cont'd)

# 3.1.4.A. <u>Residential</u> (cont'd)

### 19. Customer SAVE - \$10 Off For 2 Months

Current Sage residential customers who contact Sage Telecom about discontinuing their service beginning November 1, 2008 may be eligible for two credits of \$10 each on their phone bill if they agree to keep their phone services with Sage Telecom. To be eligible, the customer must have local service with Sage for at least six (6) months, be in good standing, and have a grandfathered service plan, or one of the Sage EZChoice, EasyCall, ValuePlus, ValueChoice, or PremierCall plans one of the Simply Savings plans. This credit may not be combined with any Sage promotional offer.

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Customers who qualify will receive a credit of \$10 off their bundle price on the first bill after the service is applied and a second credit of \$10 on the third bill after the service is applied. Credit amount does not include any additional charges for optional features, long distance, or other services. Customer must be in good standing at the time the credit is issued to receive the credit.

### 20. EasyCall Plan

The EasyCall Plan includes the following bundle of services:

- Basic Local Exchange Service, including unlimited local voice calling
- Caller ID Service Free
- Call Waiting Free

Eligibility: Effective November 15, 2010 this plan is no longer available for new customers. Residential customers with this service prior to November 15, 2010 may remain on this plan. This plan is available to residential customers only.

Issued: November 29, 2010 Effective: November 29, 2010

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

### 3.1.4. Local Service Plans (cont'd)

### 3.1.4.A. Residential (cont'd)

### 21. ValuePlus Plan\*

The ValuePlus Plan includes the following bundle of services:

- Basic Local Exchange Service, including unlimited local voice calling
- Caller ID Service Free
- A choice of all of the following Custom Calling Features Free:

Call Waiting
Speed Calling 8

Call Screen
Call Forwarding

Three-Way Calling

Automatic Callback

Wait & See

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

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# 22. PremierCall Plan\*

The PremierCall Plan includes the following bundle of services:

- Basic Local Exchange Service, including unlimited local voice calling
- Caller ID Service Free
- The following Custom Calling Features Free:

Call Waiting
Speed Calling 8

Call Screen

The West Calling 6

Call Forwarding

Three-Way Calling

Automatic Callback

Wait & See

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

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

Issued: December 15, 2010

Effective: December 15, 2010

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

### 3.1.4. <u>Local Service Plans</u> (cont'd)

# 3.1.4.A. <u>Residential</u> (cont'd)

### 23. Sage Nationwide Calling\*

The Sage Nationwide Calling plan includes the following bundle of services:

- Basic Local Exchange Service, including unlimited local voice calling
- Caller ID Service Free
- The following Custom Calling Features Free:

Call Waiting
Call Screen

Call Screen Speed Calling 8
Call Forwarding Three-Way Calling
Automatic Callback Wait & See

Eligibility: This plan is available to residential customers only.

Sage Nationwide Calling cannot be used for long distance access to the Internet, or for business purposes such as telemarketing or autodialing. Unlimited long distance only applies to the telephone line on which this plan is assigned.

# 24. Sage EZChoice Plan

The Sage EZChoice Plan includes the following bundle of services:

- Basic Local Exchange Service, including unlimited local voice calling.
- Caller ID Service Free
- Call Waiting Free

Rate for domestic long distance minutes is \$0.10 per minute. Applies to direct dialed, 1+ long distance or 1+ intraLATA toll calls made to points within the continental U.S., Alaska, Hawaii, Puerto Rico, and U.S. Virgin Islands.

Eligibility: This plan is available to residential customers only.

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

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

# 3.1.4. <u>Local Service Plans</u> (cont'd)

### 3.1.4.A. <u>Residential</u> (cont'd)

### 25. ValueChoice Plan

The ValueChoice Plan includes the following bundle of services:

- Basic Local Exchange Service, including unlimited local voice calling
- Caller ID Servcie Free
- Sage Home Wire Maintenance Free
- A choice of any of the following Custom Calling Features Free:

Call Waiting
Speed Calling 8
Three-Way Calling
Wait & See

Call Screen
Call Forwarding
Automatic Callback



- Discounts on additional services: Save Voice Mail - \$1.99 eSageLink Dial Up - \$9.95

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

Issued: December 20, 2010

Effective: December 20, 2010

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

### 3.1.4. <u>Local Service Plans</u> (cont'd)

# 3.1.4.B. [Reserved for Future Use]

### 3.1.4.C. Free 2 Month SAVE Offer

Beginning February 1, 2008, current Sage Customers who contact Sage Telecom about discontinuing their service may be eligible for the Free 2 Month SAVE Offer on their monthly service plan bundled rate if they agree to keep their phone services with Sage Telecom. To be eligible, the Customer must have local service with Sage for at least six (6) months, be in good payment standing, and have either a grandfathered service plan, a business type of service, a type of Simply Savings Plan, or one of the Sage EZChoice, EasyCall, ValuePlus, ValueChoice, or PremierCall plans. This credit may not be combined with any other Sage promotions or offers. Customer is limited to one SAVE Offer per twelve (12) month period.

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Customers who qualify will receive two (2) monthly credits each equal to the amount of their monthly service plan bundled rate on their fourth and seventh invoice after the offer is applied. The then-effective tariffed rate will apply in full each month thereafter. Additional charges may apply if Customer exceeds 9000 minutes during any consecutive thirty-day (30) period. Credit amount does not include any additional charges for optional features, long distance, taxes, fees, surcharges, or other services. Customer must be in good payment standing at the time the credit is issued to receive the credit. Sage reserves the right to cancel this offer at any time. Effective January 1, 2010, this plan is no longer available to new customers.

# 3.1.4.D. Free Month SAVE Offer

Beginning February 1, 2008, current Sage Customers who contact Sage Telecom about discontinuing their service may be eligible for the Free Month SAVE Offer on their monthly service plan bundled rate if they agree to keep their phone services with Sage Telecom. To be eligible, the Customer must have local service with Sage for at least six (6) months, be in good payment standing and have either a grandfathered service plan, a business type of service, a type of Simply Savings Plan, or one of the Sage EZChoice, EasyCall, ValuePlus, ValueChoice, or PremierCall plans. This credit may not be combined with any other Sage promotions or offers. Customer is limited to one (1) SAVE Offer per twelve (12) month period.

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Customers who qualify will receive a credit equal to the amount of their monthly service plan bundled rate on their fourth invoice after the offer is applied. The theneffective tariffed rate will apply in full each month thereafter. Additional charges may apply if Customer exceeds 9000 minutes during any consecutive thirty-day (30) period. Credit amount does not include any additional charges for optional features, long distance, taxes, fees, surcharges, or other services. Customer must be in good payment standing at the time the credit is issued to receive the credit. Sage reserves the right to cancel this offer at any time.

Issued: November 29, 2010 Effective: November 29, 2010

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

### 3.1.4. <u>Local Service Plans</u> (cont'd)

### 3.1.4.E. \$5 Off First Bill

New residential and/or business Customers switching their service to Sage Telecom may be eligible for the \$5 Off First Bill credit on their first Sage Telecom bill. To be eligible, the Customer must establish new local service with Sage Telecom and purchase one of the currently available Simply Savings plans, international plans or business service. This credit may not be combined with any other Sage promotions or offers. This \$5 Off First Bill Offer is available for one (1) residential or business line per account.

Customers who qualify will receive a credit equal to \$5 off their first invoice. The then-effective tariffed rate will apply in full each month thereafter. Additional charges may apply if Customer exceeds 9000 minutes during any consecutive thirty-day (30) period. Credit amount does not include any additional charges for optional features, long distance, taxes, fees, surcharges, or other services. Sage reserves the right to cancel this offer at any time.

### 3.1.4.F. \$10 Premium SAVE Offer

Current Sage residential Customers who contact Sage Telecom about discontinuing their service may be eligible for the \$10 Premium SAVE Offer on their monthly service plan bundled rate if they agree to keep their phone services with Sage Telecom. To be eligible, the Customer must have local service with Sage for at least six (6) months, be in good payment standing and have a premium service plan, such as Simply Savings Preferred, Simply Savings Unlimited, ValuePlus, ValueChoice, or PremierCall. This credit may not be combined with any other Sage promotions or offers. Customer is limited to one (1) SAVE discount per twelve (12) month period. This \$10 Premium SAVE Offer is available for one (1) residential line per account.

Customers who qualify will receive a credit equal to \$10 off their monthly service plan bundled rate on their first six (6) invoices after the offer is applied. The then-effective tariffed rate will apply in full each month thereafter. Additional charges may apply if Customer exceeds 9000 minutes during any consecutive thirty-day period. Credit amount does not include any additional charges for optional features, long distance, taxes, fees, surcharges, or other services. Customer must be in good payment standing at the time the credit is issued to receive each credit. Sage reserves the right to cancel this offer at any time.

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Issued: November 29, 2010 Effective: November 29, 2010

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

### 3.1.4. <u>Local Service Plans</u> (cont'd)

### 3.1.4.G. \$5 SAVE Offer – 1 Year

Current Sage residential Customers who contact Sage Telecom about discontinuing their service may be eligible for the \$5 SAVE Offer – 1 Year on their monthly service plan bundled rate if they agree to keep their phone services with Sage Telecom. To be eligible, the Customer must have local service with Sage for at least twelve (12) months, be in good payment standing and have a grandfathered service plan, one of the Simply Savings plans, or one of the Sage EZChoice, EasyCall, ValuePlus, ValueChoice, or PremierCall plans. This credit may not be combined with any other Sage promotions or offers. Customer is limited to one (1) SAVE discount per twelve (12) month period. This \$5 SAVE Offer – 1 Year is available for one (1) residential line.

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Customers who qualify will receive a credit equal to \$5 off their monthly service plan bundled rate on their first twelve (12) invoices after the offer is applied. The then-effective tariffed rate will apply in full each month thereafter. Additional charges may apply if Customer exceeds 9000 minutes during any consecutive thirty-day (30) period. Credit amount does not include any additional charges for optional features, long distance, taxes, fees, surcharges, or other services. Customer must be in good payment standing at the time the credit is issued to receive each credit. Sage reserves the right to cancel this offer at any time.

# 3.1.4.H. <u>Discounted Move Offer</u>

Current Sage residential and/or business Customers who are moving their Sage phone service may be eligible for the Discounted Move Offer. Customer must have local service with Sage for at least four (4) months, be in good payment standing and have either a grandfathered service plan or a Simply Savings Plan. This credit may not be combined with any other Sage promotions or offers.

Customers who qualify will receive a credit of 50% off the current tariffed installation charge. Credit amount does not include any additional charges for optional features, long distance, taxes, fees, surcharges, or other services. Customer must be in good payment standing at the time that the credit is issued to receive the credit. Customer is limited to the Discounted Move Offer three (3) times per twelve (12) month period. Sage reserves the right to cancel this offer at any time.

Issued: November 29, 2010 Effective: November 29, 2010

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

### 3.1.4. <u>Local Service Plans</u> (cont'd)

### 3.1.4.I. Win-back Credit - Two Months Free

This offer is available to Win-back residential Customers who subscribe to any currently available Sage EZChoice, EasyCall, ValuePlus, ValueChoice, PremierCall, or Simply Savings plans. To be eligible for a Win-back offer, 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 with local service. This offer is limited to one (1) line per account. Customers may not combine this offer with any other Sage promotions or offers.

Customers who qualify will receive up to two (2) credits for their monthly service plan bundled rate. One credit will appear on their first bill from Sage Telecom; the second will appear on their twelfth bill from Sage Telecom. The then-effective tariffed rate will apply in full each month thereafter. Additional charges may apply if Customer exceeds 9000 minutes during any consecutive thirty-day (30) period. Credit amount reflects the monthly service plan bundled rate for their current service bundle and does not include any additional charges for optional features, long distance, taxes, fees, surcharges, or other services. Customer must be an active Customer and be current with no past due balance at the time of each award in order to receive both credits. Sage reserves the right to cancel this offer at any time.

# 3.1.4.J. <u>Customer SAVE Move Offer</u>

Current residential and/or business Sage Customers who are moving their Sage phone service may be eligible for the Customer SAVE Move Offer. Customer must have local service with Sage for at least four (4) months, be in good payment standing and have either a grandfathered service plan, a Simply Savings Plan, or one of the Sage EZChoice, EasyCall, ValuePlus, ValueChoice, or PremierCall plans. This credit may not be combined with any other Sage promotions or offers. Customer is limited to one (1) SAVE discount per twelve (12) month period.

Customers who qualify will receive a credit equal to the current tariffed installation charge. Credit amount does not include any additional charges for optional features, long distance, taxes, fees, surcharges, or other services. Customer must be in good payment standing at the time that the credit is issued to receive the credit. Sage reserves the right to cancel this offer at any time. Effective January 1, 2010, this plan is no longer available to new customers.

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

### 3.1.4. <u>Local Service Plans</u> (cont'd)

### 3.1.4.K. Online \$10 Discounted Installation SAVE Offer

New residential Customers switching their service to Sage Telecom after February 19, 2010 may be eligible for the Discounted Installation SAVE Offer. To be eligible, the Customer must establish new local service with Sage Telecom and purchase a Sage EZChoice, EasyCall, ValuePlus,ValueChoice, or PremierCall plan through the Sage website or an eligible online partner website. This credit may not be combined with any other Sage offers.

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Customers who qualify will have their initial service installation payment discounted to \$10. This discount is available for up to two (2) lines per Customer. Sage reserves the right to cancel this offer at any time.

### 3.1.4.L. \$10 Off 3 Months Offer

New residential customers that switch their service to Sage Telecom and subscribe to any ValuePlus, ValueChoice, or Sage Nationwide Calling plan are eligible for this offer. Customers must choose Sage as their intraLATA and interLATA carrier to qualify. Customers may not combine this credit with any other promotions or offers.

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Customers who qualify will receive a credit equal to \$10 off of their service plan bundled rate on their first three invoices from Sage Telecom. The theneffective tariff rate will apply in full each month thereafter. Credit does not include any additional charges for optional features, long distance, taxes, fees, surcharges, usage charges, or other services. Customer must be in good payment standing at the time each credit is issued to receive the discount. This offer is limited to one (1) line per account. Sage reserves the right to cancel this offer at any time.

Issued: November 29, 2010 Effective: November 29, 2010

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

### 3.1.4. <u>Local Service Plans</u> (cont'd)

### 3.1.4.M [Reserved for Future Use]



### 3.1.4.N \$5 SAVE Offer -6 Months

Current Sage residential Customers who contact Sage Telecom about discontinuing their service may be eligible for the \$5 SAVE Offer – 6 Months on their monthly service plan bundled rate if they agree to keep their phone services with Sage Telecom. To be eligible, the Customer must have local service with Sage for at least two (2) months, Customer must be in good payment standing and have a grandfathered service plan, or one of the EZChoice, ValueChoice, or Sage Nationwide Service plans. This credit may not be combined with any other Sage promotions or offers. Customer is limited to one (1) SAVE discount per twelve (12) month period. This \$5 SAVE Offer -6 Months is available for one (1) residential line.

Customers who qualify will receive a credit equal to \$5 off their monthly service plan bundled rate on their first six (6) invoices after the offer is applied. The then-effective tariffed rate will apply in full each month thereafter. Additional charges may apply if Customer exceeds 9000 minutes during any consecutive thirty-day (30) period. Credit amount does not include any additional charges for optional features, long distance, taxes, fees, surcharges, or other services. Customer must be in good payment standing at the time the credit is issued to receive each credit. Sage reserves the right to cancel this offer at any time.

Issued: January 7, 2011

Effective: January 7, 2011

- 3.1. <u>Local Exchange Telecommunications Services (cont'd)</u>
  - 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.
      - 3. A change in location of customer's equipment or service from one premise to another.
      - 4. A restoration of service due to suspension/disconnection from nonpayment of bill for telecommunications services.
- (RT) (CT)

- 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.
- (RT) (CT)

(CT)

- 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.

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

# 3.1.6. Operator Assisted Services (cont'd)

# 3.1.6.A. Operator Handled Calling (cont'd)

- 3. Rate quotes will be given upon request, at no charge, including all rate components and any additional charges.
- 4. Only tariffed rates approved by the Commission for the Company shall appear on any local exchange telephone company billings.
- 5. If local exchange company billing services are used, the name of the operator service provider will be listed on the bill if the local exchange company has multicarrier billing ability.
- 6. The Company will employ reasonable calling card verification procedures, acceptable to the telephone company issuing the calling card.
- 7. The Company will route al 0- or 00- emergency calls in the quickest possible manner to the appropriate local emergency service provider, at no charge.
- 8. Upon request, the Company will transfer calls to, or advise how to reach, other authorized interexchange carriers or the local exchange company, if billing can list the caller's actual origination point.
- 9. The Company will refuse operator services to traffic aggregators which block access to other companies.
- 10. The Company will assure that traffic aggregators will post and display information including: (1) that the Company is the operator service provider; (2) detailed complaint procedures; and (3) instructions informing the caller on procedures to reach the local exchange carrier operator and other authorized interexchange carriers

In addition to charges that would otherwise apply pursuant to other Sections of this Tariff, each operator call will be assessed a charge(s) as set forth within.

- 1. <u>Person-to-Person</u> Calls completed with the assistance of a Sage operator to a particular person, station, department or PBX extension specified by the calling party.
- 2. <u>Station-to-Station</u> Operator assisted calls other than Person-to-Person, including intraLATA collect and third party billed calls. Collect calls to coin telephones and transfers of charges to third telephones that are coin telephones will not be accepted.

- 3.1. <u>Local Exchange Telecommunications Services</u> (cont'd)
  - 3.1.6. Operator Assisted Services (cont'd)
    - 3.1.6.B. <u>Directory Assistance</u> A service provided to Customers and Users of Sage's local exchange service that allows them to obtain directory assistance by calling the Directory Assistance operator (dialing 1-411).

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- Directory Assistance charges apply for all requests for which Sage's facilities
  are used. A maximum of two requested telephone numbers is permitted per
  Directory Assistance call. Requests for information other than telephone
  numbers will be charged the same rate as shown for the applicable request for
  telephone numbers.
- Non-published telephone numbers are not available from Directory Assistance Service.
- 3. No credit will be given for requested numbers that are non-published, or for requested telephone numbers that are not found in the directory.
- 4. A credit will be given for calls to Directory Assistance when the Customer experiences poor transmission or is cut-off during the call;
- 5. To receive a credit, the Customer must notify the Sage operator or Business Office of the problem experienced.
- 3.1.6.C. <u>Directory Assistance Call Completion</u> Provides customers the option of having their local or intraLATA calls automatically completed when they request a telephone listing from the Directory Assistance operator. The call may be completed automatically or by the Directory Assistance operator.



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- 3.1. <u>Local Exchange Telecommunications Services (cont'd)</u>
  - 3.1.6. Operator Assisted Services (cont'd)
    - 3.1.6.D. <u>Busy Line Verification and Line Interrupt Service</u> Upon request of a calling party, the Company will verify a busy condition on a called line.
      - 1. The operator will determine if the line is clear or in use and report to the calling party.
      - 2. The operator will interrupt the call on the called line only if the calling party indicates an emergency.
      - 3. A charge will apply when:
        - (a) The operator verifies that the line is busy.
        - (b) The operator verifies that the line is available for incoming calls.
        - (c) The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption
      - 4. No charge will apply:
        - (a) When the calling party advises that the call is to or from an official public emergency agency.
        - (b) Under conditions other than those specified within, preceding.
      - 5. Busy verification and interrupt service is furnished where and to the extent that facilities permit. The Customer shall identify and save Sage harmless against all claims that may arise from either party to the interrupted call or any person.
  - 3.1.7. <u>Telephone Directory Service</u> Sage, through its interconnection agreement with AT&T Ohio, will supply subscriber list information to AT&T Ohio for the purpose of providing telephone directory services to its Customers. This includes listings in AT&T Ohio's White Pages directory and directory assistance database. The following telephone directory services are offered:
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- 3.1.7.A. <u>Primary Listing</u> Primary directory listing, at no charge, in both AT&T Ohio White Pages and Directory Assistance database. The listing is the actual name of the customer to whom the service is rendered, with the following exceptions:
  - 1. For residential customers, the listing may be in the name of a member of the customer's family or household. A dual name listing may be provided for two (2) persons who share the same surname and reside at the same address (*i.e.*, John and Jane Doe), or for a person known by two first names.
  - 2. For business customers, the listing may be in the name of the business or of a member, officer, employee, or representative of the business. The listing may also include the name of a division, branch or department.
  - 3. In the case of a business line operating at a residence, a dual name listing may be provided as described in #1 above.

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### SECTION 3 - DESCRIPTION OF SERVICES (cont'd)

- 3.1. <u>Local Exchange Telecommunications Services</u> (cont'd)
  - 3.1.7. <u>Telephone Directory Service</u> (cont'd)
    - 3.1.7.B. White Pages Directory(s) This service provides for the annual delivery of the White Pages directory. One (1) directory per residential household and one (1) directory per business line will be provided at no charge. Additional directories can be purchased at the request of the customer.
    - 3.1.7.C. <u>Non-Listed Service</u> For customers who desire their telephone numbers to be omitted from AT&T Ohio's White Pages directory, but NOT the directory assistance database.
    - 3.1.7.D. Non-Published Service For customers who desire their telephone number to be omitted from AT&T Ohio's White Pages directory, as well as the directory assistance database.
    - 3.1.7.E. <u>Extra Listings</u> In connection with local exchange service, additional listings are available. Special types of additional listings are as follows:
      - <u>Duplicate Listing</u> Duplicate listings, i.e., listings of nicknames, abbreviated names, names which are commonly spelled in more than one way, and rearrangements of names are permitted when, in the opinion of the Company, they are not desired to secure a preferential position in the directory or for advertising purposes.
      - 2. <u>Alternate Listing</u> Listing of an alternate telephone number to be called in case no answer is received at the primary call number or indicating an alternate telephone number to be called during certain periods or under certain circumstances in preference to the primary call number is permitted for customers to all classes of service. A phrase necessary to direct the method of calling and giving the number to call may be provided as an alternate listing. Special types of alternate listings include: Night Number Listing.
      - 3. <u>Foreign Listing</u> Used when a customer desires a listing in a directory published in an exchange other than the exchange serving the customer.
      - 4. Cross-Reference Listings Cross-reference listings cover (1) names which are commonly spelled in more than one way; (2) names of formerly existing businesses which have been superseded by that of the customer; and (3) rearrangement of names when such rearrangement is not for the purpose of securing a preferential position in the directory or for advertising purposes. Listings consist of a name, a reference to the primary listing, and, if desired, a telephone number. Such listings do not include an address.

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- 3.1. <u>Local Exchange Telecommunications Services</u> (cont'd)
  - 3.1.7. <u>Telephone Directory Service</u> (cont'd)
    - 3.1.7.F <u>Residence Bold Listing</u> Distinctive directory listings available to residential customers.

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3.1. Local Exchange Telecommunications Services (cont'd)

### 3.1.8. <u>Custom Calling Features</u>

- 3.1.8.A. Service Offerings available to Customers and End Users of Sage's local exchange service on local access lines only, subject to availability from the central office serving the customer:
  - 1. Repeat Dialing Enables the customer to redial automatically the last outgoing telephone number. If the telephone number is busy, Auto Redial will keep trying to call the number for a maximum of thirty (30) minutes, beginning with the customer's activation of Repeat Dialing, in an attempt to establish the call. The customer will be signaled with a distinctive ring when the call can be completed. Repeat Dialing is available as a monthly plan or on a per use basis. Per use functionality is automatically provisioned on all lines. The customer may request to have Repeat Dialing taken off its lines.
  - 2. <u>Call Screening</u> Enables the customer to block calls from pre-selected telephone numbers and/or the last incoming call (without knowing the number). To block specified telephone numbers, the customer builds a screening list of up to 31 telephone numbers. To block an unknown number after receiving a call, the customer enters a code to add the number to their screening list. If facilities are unavailable to provide incoming call screening via the customer's list, standard call completion will occur. Customers whose telephone numbers are blocked are directed to a recorded announcement.
  - 3. <u>Call Forwarding</u> Enables the customer to transfer all incoming calls to another telephone number within the exchange or on the Long Distance Telecommunications Network. The Call Forwarding customer is responsible for the payment of charges (e.g., toll charges) for each call between his Call Forwarding-equipped telephone and the telephone to which the call is being forwarded.

Includes Busy Line and Don't Answer features, as defined below. Customer may decline these additional features.

<u>Call Forwarding - Busy Line</u> allows incoming calls that encounter a busy condition to be forwarded to a pre-designated telephone number within the exchange or on the Long Distance Telecommunications Network.

<u>Call Forwarding - Don't Answer</u> allows incoming calls which are not answered after a pre-determined number of rings to be automatically forwarded to a pre-designated telephone number within the exchange or on the Long Distance Telecommunications Network.

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

# 3.1.8. <u>Custom Calling Features</u> (cont'd)

# 3.1.8.A. Service Offerings (cont'd)

- 4. Automatic Callback Enables the customer to redial automatically the last incoming telephone number. If that telephone number is busy, Call Return will keep trying to call the number for a maximum of thirty (30) minutes beginning with the customer's activation of Automatic Callback in an attempt to establish the call. The customer will be signaled with a distinctive ring when the call can be completed. This service will not function if the calling party's telephone number has been Call Forwarded. Also, this service will not function from a line that does not have an associated telephone number, e.g., multi-line hunting groups. Automatic Callback is available as a monthly plan or on a per use basis. Per use functionality is automatically provisioned on all lines. The customer may request to have the per use functionality taken off its lines.
- 5. <u>Call Waiting</u> Alerts a customer who is using his telephone that another caller is trying to reach him. Where facilities permit, Call Waiting subscribers may deactivate Call Waiting for the duration of one call. Call Waiting is automatically reactivated for the next originating or terminating call.
- 6. <u>Multi-Ring Service</u> Multi-Ring Service service permits a customer to establish up to three telephone numbers on the same access line and to distinguish calls to each number by distinctive incoming ring patterns. The billing telephone number is the "master" number and the other telephone numbers are "dependent" numbers. The standard ringing pattern is provided for the master number while distinctive ringing patterns are provided for a maximum of two dependent numbers.

When a Multi-Ring Service customer subscribes to any Call Forwarding feature, dependent numbers can either be forwarded to the same number as the master number or receive no forwarding treatment at all.

When a Multi-Ring Service customer subscribes to Call Waiting, incoming calls to the master number will activate the standard Call Waiting tone. Incoming calls to the dependent numbers will activate a distinctive Call Waiting tone per dependent number.

A directory listing is furnished per telephone number. When a customer requests the dependent numbers to be nonpublished or nonlisted, Sage will provide without charge. However, if the master number and all dependent numbers are nonpublished and/or nonlisted, the appropriate monthly rate is applicable to the master number.

- 3.1. <u>Local Exchange Telecommunications Services</u> (cont'd)
  - 3.1.8. <u>Custom Calling Features</u> (cont'd)
    - 3.1.8.A. Service Offerings (cont'd)
      - 7. Speed Calling Enables a customer to place calls to other telephone numbers by dialing a one- or two-digit code rather than the complete telephone number. Customer may store up to eight (8) or thirty (30) telephone numbers.
      - 8. <u>Three-Way Calling</u> Enables a customer to add a third party to an existing call without operator assistance, thereby establishing a three-way conversation.
      - 9. Wait & See Call Waiting ID When a person is already speaking on the telephone and receives another phone call, Wait & See service will allow for the display of the name and/or number of the new caller on the customer's CPE. This service allows the customer to decide if he wants to answer the new incoming call.

Wait & See is offered subject to the following limitations:

- Customers must also subscribe to Call Waiting and Caller ID Name and Number.
- b. Customers are responsible for furnishing their own compatible CPE, which should include the Caller ID capability necessary to display the calling party's name and/or number.
- c. Available only where central office facilities permit.
- 3.1.8.B. Calling features are subject to availability of facilities and compatibility with central office equipment, access lines, and customer premises equipment.
- 3.1.8.C. Auto Redial, Call Blocker, Call Return, Call Trace, Priority Call, Selective Call Forwarding and Caller ID are functional when both the call originating customer and the call terminating customer are served from central offices capable of sending and receiving the Calling Party Number (CPN) and are linked by appropriate facilities.
- 3.1.8.D. Services with call forwarding capabilities (including Call Forwarding, Call Forwarding-Busy Line, Call Forwarding-Don't Answer) cannot be used on a continual basis to expand the local calling scope beyond that available to a customer's premise.

- 3.1. <u>Local Exchange Telecommunications Services</u> (cont'd)
  - 3.1.9. <u>Caller ID Service</u> Display of Calling Number and/or Name on customer provided equipment. Available to Customers and End Users of Sage's local exchange service on local access lines only. Service includes:
    - 3.1.9.A. <u>Calling Number Delivery</u> Allows the transmission of Calling Party Number (CPN) to the subscriber's access lines. When a Calling Number Delivery equipped line is on-hook, CPN is transmitted across the line during the silent interval between the first and second ring.
    - 3.1.9.B. <u>Calling Name Delivery</u> Enables the Caller ID subscriber to identify the calling party by a displayed name before the call is answered. The displayed name is the name associated with the CPN. When a Calling Name Delivery equipped line is onhook, the Calling Party Name is transmitted across the line during the silent interval between the first and second ring.
    - 3.1.9.C. Calling Name and Number Blocking Any Sage calling party may prevent the delivery of CPN and of Calling Party Name to the called party by dialing an access code (\*67 on their touch-tone pad or 1167 from a rotary telephone) immediately prior to placing a call. The access code activated per call blocking is available at no charge. If a calling party activates blocking, the CPN and Calling Party Name will not be transmitted across the line. Instead, the Caller ID subscriber will receive an anonymous indicator. This anonymous indicator notifies the Caller ID subscriber that the calling party chose to block name and number delivery.

Per Line Calling Party Number Blocking automatically prevents the display of the calling telephone number on all calls dialed from an exchange service equipped with this option. It is not necessary to dial an activation code prior to placing the call. After being informed of their blocking options by the Company, customers may subscribe to Per Line Blocking at no charge.

Caller ID subscribers must provide and connect their own compatible customer premises equipment (CPE) to process the Calling Number and/or Calling Name transmission. The installation, repair, and technical capability of that equipment to function in conjunction with the feature specified herein will be the responsibility of the customer. Sage assumes no liability and will be held harmless for an incompatibility of this equipment to perform satisfactorily with the network features described herein.

Subscribers will automatically be provided with both Calling Number and Calling Name delivery, subject to availability in the central office that is servicing the subscriber. If the combination of the two is not available, the subscriber will receive whatever is available, either Calling Number OR Calling Name.

Caller ID features are subject to availability of facilities and compatibility with central office equipment (for both the calling and the called parties), access lines, and customer premises equipment.

Caller ID information will not be displayed under the following conditions: (a) if the called party is off-hook; or (b) if the called party answers during the first ring interval.

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- 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. <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. <u>Preferential Hunting</u> 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 <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.

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- 3.1. <u>Local Exchange Telecommunications Services</u> (cont'd)
  - 3.1.11. Maintenance of Service (Cont'd)
    - 3.1.11.C NID Move Charge Applies for each dispatch related to relocating the customer's Network Interface Device (NID). This charge is in addition to either the Standard or Emergency Repair Charge, which will be determined based on the time of the dispatch.
  - 3.1.12. <u>Individual Case Basis (ICB) Arrangements</u> For special situations, rates for specialized services will be determined on an Individual Case Basis and specified by agreement between Sage and the Customer.
  - 3.1.13. <u>9-1-1 Telecommunication Service</u> All terms and conditions set forth in this Section are applicable to the services as defined in this Tariff.

#### 3.1.13.A. <u>Service Overview</u>

- 1. Sage is obligated to supply the E-911 service provider in Sage's service area with accurate information necessary to update the E-911 database at the time Sage submits customer orders to the local exchange telecommunications company whose service is being resold pursuant to these tariffs.
- 2. At the time Sage provides basic local service to a customer by means of Sage's own cable pair, or over any other exclusively owned facility, Sage will be obligated to make the necessary equipment or facility additions in the E-911 service provider's equipment in order to accurately and properly update the database for E-911.
- 3. Sage will be obligated to provide facilities to route calls from the end users to the proper Public Safety Answering Point. Sage recognizes the authority of the E-911 customer to establish service specifications and grant final approval or denial of service configurations offered by Sage.
- 4. Sage will collect 911 surcharges and remit all surcharge revenue to the appropriate governmental entity pursuant to RSMo 190.310.

#### 3.1.13.B. <u>Regulations</u>

- 1. This offering is limited to the provision and use of the digits 9-1-1 as the Universal Emergency Telephone Number (Code).
- 1. 9-1-1 Service is one-way service only.
- 2. Sage shall not incur any liability, direct or indirect, to any person who dials or attempts to dial, the digits 9-1-1 or to any other person who may be affected by the dialing of the digits 9-1-1. Sage's entire liability arising out of the provision of 9-1-1 Service under this tariff shall be limited as set forth in this Section and in the Rules.

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- 3.1. <u>Local Exchange Telecommunications Services</u> (cont'd)
  - 3.1.14. <u>Toll Restriction Service</u> An optional, central office activated, service which prohibits anyone from originating a direct dialed (1+) or an operator assisted (0 or 0+) outgoing long distance call from a designated local exchange access line. Any such calls, when attempted, will be routed to a central office announcement which will inform the user that long distance calls are restricted from that line.

Toll Restriction Service will be provided as follows:

- 3.1.14.A. Toll Restriction Service can be placed on any Sage local access line where the customer has subscribed to one of Sage's local service plans.
- 3.1.14.B. Any local access lines with Toll Restriction Service *ARE* eligible for any free 1+ minutes allowable under Sage's Toll/Long Distance Promotion.
- 3.1.14.C. For business multi-line hunt groups, each local access line in the hunting group must be equipped with Toll Restriction Service.
- 3.1.14.D. Toll Restriction Service will *not* be provided on PBX trunks, at such time as Sage offers PBX-type service.
- 3.1.14.E. Toll Restriction Service is subject to availability in the central office serving the Sage customer.
- 3.1.14.F. The types of outbound long distance calls that are restricted are as follows:
  - 1. Any direct dialed 1+ long distance call. Examples include (1+Area Code+xxx-xxxx), (1+xxx-xxxx), (five-digit carrier access code + 1+xxx-xxxx), or (five-digit carrier access code + 1+Area Code+xxx-xxxx).
  - 2. Any local or long distance 0+ or 0 call, even in the event of an emergency. Examples include (0+Area Code+xxx-xxxx), (0+xxx-xxxx), (five-digit carrier access code + 0+xxx-xxxx), or (five-digit carrier access code + 0+Area Code+xxx-xxxx).
  - 3. Any Directory Assistance call for local or long distance numbers. Examples include (1+411) and (1+555-1212).
  - 4. Any call placed to a local DIAL 976 telephone number. Example (976-xxxx).
  - 5. Any call to an emergency telephone number if it is a long distance call.
- 3.1.14.G. The customer indemnifies and saves harmless Sage from any and all claims, losses and damages that may be caused by Toll Restriction Service.

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#### SECTION 3 - DESCRIPTION OF SERVICES (cont'd)

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

#### 3.1.15. Tell-A-Friend Plan

For referred customers who initiate service between June 8, 2009 and March 31, 2010, the Tell-A-Friend Plan provides two credits of \$50 each to local exchange service customers of Sage for referring a local exchange service customer to Sage and who choose Sage as their long distance carrier. Referring customers can earn two credits for each customer referred, provided they meet all terms and conditions of the program.

To qualify for the first \$50 credit, referred customer must initiate service with Sage Telecom between June 8, 2009 and March 31, 2010 and remain a Sage local exchange service customer in good standing for a minimum of ninety (90) days with a standard class of service. Credit to the referring customer will not be given if the referred customer disconnects their local exchange service prior to ninety (90) days from their service date or if either the referring or referred customer has not maintained good payment standing.

To qualify for the second \$50 credit, referred customer must initiate service with Sage Telecom between June 8, 2009 and March 31, 2010 and remain a Sage local exchange service customer in good standing for a minimum of 12 months with a standard class of service. Credit to the referring customer will not be given if the referred customer disconnects their local exchange service prior to 12 months from their service date or if either the referring or referred customer has not maintained good payment standing.

### 3.1.16. Number Intercept Treatment

Upon changing a customer's telephone number, Sage will make known to the customer that Sage will intercept all calls to a customer's former telephone number and give out the new number, at no charge to the customer, provided the customer desires this service. The service will be provided for a minimum of 90 days, or until a new directory is published.

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#### 3.1. Local Exchange Telecommunications Services (cont'd)

# 3.1.17 Service Connection Assistance

#### 3.1.17.A General

Service Connection Assistance is a telephone assistance program that provides certain eligible residential customers requesting local exchange service with the following benefits:

1. Waiver of applicable deposit requirements under Section 2 of this tariff.

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- 2. Full waiver up to \$60 of applicable service connection charges for establishing or re-establishing local exchange service as described in Section 3 of this tariff.
  - a. Sage generally migrates customers that have already established local exchange service with the incumbent LEC. Therefore, Service Connection Assistance will not apply to these initial installations because the customer will not incur an installation charge for the initial installations.
  - b. Installation charges may apply for reconnection or change of address orders. Service Connection Assistance is available for those order types.

#### 3.1.17.B Regulations

- 1. Service Connection Assistance is a basic local exchange residential service offering available to customers who are currently participating in one of the following assistance programs:
  - a. Home Energy Assistance Program (HEAP);
  - b. Supplemental Security Income (SSI) under Title XVI of the Social Security Act;
  - c. Food Stamps;
  - d. Federal public housing assistance or Section 8; or,
  - e. Medical Assistance under Chapter 5111 of the Ohio Revised Code (Medicaid).
- 2. The Company shall require, as proof of eligibility for Service Connection Assistance, a document signed by the customer, certifying under penalty of perjury that the customer is receiving benefits from one of the programs identified above; identifying the specific program or programs from which the customer received benefits, and agreeing to notify the company if the customer ceases to participate in such program or programs.
- 3. Customers of Service Connection Assistance cannot be a dependent (as defined by the Federal Income Tax Code) under the age of 60.
- 4. Service Connection Assistance is available for all grades of service.
- 5. Service Connection Assistance is available for a single telephone line at the customer's principal place of residence.

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

### 3.1.17 <u>Service Connection Assistance</u> (cont'd)

#### 3.1.17.B <u>Regulations</u> (cont'd)

- 6. Service Connection Assistance shall be available to eligible customers not more than once in a one-year period at the same address. Customers must pay or make arrangements to pay to the company any outstanding bills for regulated telephone services in the customer's name, and no other member of the household may owe money for such services previously provided at the customer's current address.
- 7. Service Connection Assistance customers are not restricted on the optional services to which they may subscribe.

(RT) (RT)

Issued: December 16, 2008

Effective: December 16, 2008

(RT)

(RT)

Issued: April 1, 2008 Effective: April 1, 2008

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

# 3.2 <u>Directory Assistance</u>

Directory Assistance ("DA") is a Service that provides Customers with access to telephone number information. Access is obtained by direct dialing 1 + (Area Code) 555-1212 for InterLATA DA or 1-411 for Local/IntraLATA DA.

(CT)

### 3.3 Operator Services

Operator Services involve assisting Customers with the placement of telephone calls, including collect calls, calling cards, credit card calls, person-to-person calls, third party calls, and other related operator services as well as the obtaining of related information. The Company provides this service for local and intraLATA calls. All other operator assisted calls will be routed to the Company's underlying carrier.

Issued: December 2, 2008 Effective: December 2, 2008

(CT)

# SECTION 4 - MAXIMUM RATES AND CHARGES

# 4.1. <u>Local Exchange Service</u> - The following rates and charges are applicable to Residential and Business Customers.

### 4.1.1. Non-Recurring Service Charges

4.1.1.A.

	Residence	Business
Service Charge Type	Max	Max
Installation Charge, per line	\$ 50.00	\$ 75.00
Order Processing Fee: Telephone Number Change All Others	\$ 50.00 \$ 25.00	\$ 50.00 \$ 25.00
Copy of Call Records Fee* Up to three (3) months provided Each additional month thereafter Older than twenty-four (24) months	\$50.00 \$20.00 \$50.00	\$50.00 \$20.00 \$50.00

<sup>\*</sup> This Copy of Call Records Fee applies to requests, from Customers, for copies of call records. Customers will be charged fifty dollars (\$50.00) for up to three (3) months of provided call records and twenty dollars (\$20.00) for each additional month thereafter. For call records older than twenty-four (24) months where available, the Customer will be charged fifty dollars (\$50.00) for each month of call records provided

# 4.1.1.B Reconnect Fee:

	Residence	Business
Service Charge Type	Max	Max
Reconnect Fee	\$ 75.00	\$ 75.00

#### 4.1.2. Reserved for Future Use

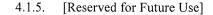
Issued: November 5, 2008 Effective: November 5, 2008

- 4.1. <u>Local Exchange Service</u> (Cont'd)
  - 4.1.3. Reserved for Future Use
  - 4.1.4. Reserved for Future Use

(RT)

Issued: June 30, 2006 Effective: August 1, 2006

# 4.1. <u>Local Exchange Service</u> (Cont'd)





# 4.1.6. <u>Caller ID Service</u>

	Max
Residential	\$ 10.00
Business	\$ 15.00

#### 4.1.7. Multi-Line Hunting Service Rate

	Max
Residential	\$ 10.00

(RT)

Issued: April 1, 2008 Effective: April 1, 2008

# 4.1. <u>Local Exchange Service</u> (Cont'd)

### 4.1.8. Maintenance Visit Charge

	Max
Trouble Ticket Trip Fee	\$ 100.00
Emergency Service Call Charge	\$ 500.00
NID Move	\$ 200.00

# 4.1.9. <u>Individual Case Basis (ICB) Arrangements</u>

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

#### 4.1.10. Toll Restriction Service

	Max
Residential	\$ 20.00
Business	\$ 20.00

# 4.1.11. [Reserved for Future Use]

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(RT)

(RT)

Issued: June 12, 2009

Effective: June 12, 2009

(CT)

4.2 Reserved for Future Use

| | (RT)

Issued: March 4, 2004 Effective: April 3, 2004

(CT)

(RT)

4.2 <u>Reserved for Future Use</u>

(RT)

Issued: March 4, 2004 Effective: April 3, 2004

5.0. General – From time to time, Sage Telecom may elect to offer promotions and discounts to all similarly situated residential and business Customers. In some cases, the Customer may be required to retain the service for a specific period in order to qualify for the promotion. Sage Telecom will provide written notice to the Commission prior to the beginning of each promotion period identifying the promotion, identifying the areas offered, the beginning and ending dates of the promotion, and the specific type of waiver or credit. If facilities permit, all residential and/or business Customers will be offered the same opportunity to take advantage of the same terms and conditions under the promotions in which to subscribe to residential or business services.

#### 5.1 [Reserved for Future Use]

#### 5.2 **\$5 SAVE Offer – 6 Months**

(RT, AT)

Current Sage residential Customers who contact Sage Telecom about discontinuing their service between January 1<sup>st</sup>, 2010 and December 31, 2010 may be eligible for the \$5 SAVE Offer – 6 Months on their monthly service plan bundled rate if they agree to keep their phone services with Sage Telecom. To be eligible, the Customer must have local service with Sage for at least two (2) months, be in good payment standing and have a grandfathered service plan, one of the Simply Savings plans, or one of the EasyCall, ValuePlus, or PremierCall plans. This credit may not be combined with any other Sage promotions or offers. Customer is limited to one (1) SAVE discount per twelve (12) month period. This \$5 SAVE Offer – 6 Months is available for one (1) residential line.

Customers who qualify will receive a credit equal to \$5 off their monthly service plan bundled rate on their first six (6) invoices after the offer is applied. The then-effective tariffed rate will apply in full each month thereafter. Additional charges may apply if Customer exceeds 9000 minutes during any consecutive thirty-day (30) period. Credit amount does not include any additional charges for optional features, long distance, taxes, fees, surcharges, or other services. Customer must be in good payment standing at the time the credit is issued to receive each credit. Sage reserves the right to cancel this offer at any time.

#### 5.3 **\$0.99 SAVE Offer – 1 Year**

Current Sage residential or business customers who contact Sage Telecom about discontinuing their service between January 1<sup>st</sup>, 2010 and December 31, 2010 may be eligible for the \$0.99 SAVE Offer – 1 Year on their monthly service plan bundled rate if they agree to keep their phone services with Sage Telecom. To be eligible, the Customer must have local service with Sage, be in good payment standing and have a grandfathered service plan, one of the Simply Savings plans, one of the EasyCall, ValuePlus, or PremierCall plans, or a business plan. This credit may not be combined with any other Sage promotions or offers. Customer is limited to one (1) SAVE discount per twelve (12) month period. This \$0.99 SAVE Offer – 1 Year is available for one (1) line.

Customers who qualify will receive a credit equal to \$0.99 off their monthly service plan bundled rate on their first twelve (12) invoices after the offer is applied. The then-effective tariffed rate will apply in full each month thereafter. Additional charges may apply if Customer exceeds 9000 minutes during any consecutive thirty-day (30) period. Credit amount does not include any additional charges for optional features, long distance, taxes, fees, surcharges, or other services. Customer must be in good payment standing at the time the credit is issued to receive each credit. Sage reserves the right to cancel this offer at any time.

(RT, AT)

Issued: December 31, 2009 Effective: January 1, 2010

Issued By:
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(AT)

(AT)

#### SECTION 5 - PROMOTIONS AND DISCOUNTS

#### 5.4 100 Minutes of Long Distance for 2 Months

New Residential customers who subscribe to any currently available Sage EZChoice Plan between November 15, 2010 and November 1, 2011 are eligible for this offer. Customers must choose Sage as their intraLATA and interLATA carrier to qualify.

Customers who qualify receive notice of this offer through Sage marketing campaigns. This offer includes credit for up to 100 minutes of long distance for the first two (2) months of service on all direct dialed, 1+ long distance or 1+ intraLATA toll calls made to points within the continental U.S., Alaska, Hawaii, Puerto Rico, and U.S. Virgin Islands and outside the customer's local (free) calling area. Unused long distance minutes for the first two (2) months of service are forfeited.

#### 5.5 \$10 Off 2 Months Offer

This promotion is available to Customers who switch their service to Sage Telecom between December 1, 2010 and November 30, 2011. To be eligible, the Customer must establish local, intraLATA and interLATA long distance service with Sage Telecom and purchase the ValueChoice Plan or Sage Nationwide Calling Plan.

Customers who qualify will receive a credit equal to \$10 off their service plan bundled rate on their first two invoices from Sage Telecom. Credit does not include any additional charges for optional features, long distance, taxes, fees, surcharges, or other services. Customer must be in good payment standing at the time each credit is issued to receive each credit. This offer is limited to one (1) line per account. Sage reserves the right to cancel this promotion at any time. These credits may not be combined with any other Sage promotions or offers.

#### 5.6 [Reserved for Future Use]

#### 5.7 [Reserved for Future Use]

Issued: November 29, 2010 Effective: November 29, 2010

#### 5.8 **\$20** Premium SAVE Offer

(AT)

Current Sage residential and/or business Customers who contact Sage Telecom between February 8, 2010 and December 31, 2010 about discontinuing their service may be eligible for the \$20 Premium SAVE offer on their monthly local service bundled rate if they agree to keep their phone services with Sage Telecom. To be eligible, the Customer must have local service with Sage for at least one (1) year and have business type service, a grandfathered plan, one of the Simply Savings plans, or one of the EasyCall, ValuePlus, or PremierCall Plans. This credit is only available for one (1) line per Customer and may not be combined with any other Sage promotions or offers. Customer is limited to one (1) SAVE discount per twelve (12) month period.

Customers who qualify will receive a credit equal to \$20 off their service plan bundled rate on their first three invoices after the offer is applied. Credit amount does not include any additional charges for optional features, long distance, taxes, fees, surcharges, or other services. Customer must be in good standing with good payment history at the time the credit is issued to receive the credit. Sage reserves the right to cancel this promotion at any time.

# 5.9 <u>\$10 Premium SAVE Offer – 12 Months</u>

Current Sage residential and/or business Customers who contact Sage Telecom between February 8, 2010 and December 31, 2010 about discontinuing their service may be eligible for the \$10 Premium SAVE Offer – 12 months on their monthly service plan bundled rate if they agree to keep their phone services with Sage Telecom. To be eligible, the Customer must have local service with Sage for at one (1) year, be in good payment standing and have business type service, a grandfathered plan, one of the Simply Savings plans, or one of the EasyCall, ValuePlus, or PremierCall Plans. This credit may not be combined with any other Sage promotions or offers. Customer is limited to one (1) SAVE discount per twelve (12) month period. This \$10 Premium SAVE Offer is available for one (1) line per account.

Customers who qualify will receive a credit equal to \$10 off their monthly service plan bundled rate on their first twelve (12) invoices after the offer is applied. The then-effective tariffed rate will apply in full each month thereafter. Additional charges may apply if Customer exceeds 9000 minutes during any consecutive thirty-day period. Credit amount does not include any additional charges for optional features, long distance, taxes, fees, surcharges, or other services. Customer must be in good payment standing at the time the credit is issued to receive each credit. Sage reserves the right to cancel this offer at any time.

#### 5.10 **\$50 Premium SAVE Offer**

Current Sage residential and/or business Customers who contact Sage Telecom between February 8, 2010 and December 31, 2010 about discontinuing their service may be eligible for the \$50 Premium SAVE Offer on their monthly service plan bundled rate if they agree to keep their phone services with Sage Telecom. To be eligible, the Customer must have local service with Sage for at one (1) year, be in good payment standing and have business type service, a grandfathered plan, one of the Simply Savings plans, or one of the EasyCall, ValuePlus, or PremierCall Plans. This credit may not be combined with any other Sage promotions or offers. Customer is limited to one (1) SAVE discount per twelve (12) month period. This \$50 Premium SAVE Offer is available for one (1) line per account.

Customers who qualify will receive a credit equal to \$50 off their monthly service plan bundled rate on their next invoice after the offer is applied. The then-effective tariffed rate will apply in full each month thereafter. Additional charges may apply if Customer exceeds 9000 minutes during any consecutive thirty-day period. Credit amount does not include any additional charges for optional features, long distance, taxes, fees, surcharges, or other services. Customer must be in good payment standing at the time the credit is issued to receive each credit. Sage reserves the right to cancel this offer at any time.

(AT)

Issued: February 11, 2010 Effective: February 11, 2010

Issued By:
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#### 5.11 **\$40** Premium SAVE Offer

(AT)

Current Sage residential and/or business Customers who contact Sage Telecom between February 8, 2010 and December 31, 2010 about discontinuing their service may be eligible for the \$40 Premium SAVE Offer on their monthly service plan bundled rate if they agree to keep their phone services with Sage Telecom. To be eligible, the Customer must have local service with Sage for at one (1) year, be in good payment standing and have business type service, a grandfathered plan, one of the Simply Savings plans, or one of the EasyCall, ValuePlus, or PremierCall Plans. This credit may not be combined with any other Sage promotions or offers. Customer is limited to one (1) SAVE discount per twelve (12) month period. This \$40 Premium SAVE Offer is available for one (1) line per account.

Customers who qualify will receive a credit equal to \$40 off their monthly service plan bundled rate on their next invoice after the offer is applied. The then-effective tariffed rate will apply in full each month thereafter. Additional charges may apply if Customer exceeds 9000 minutes during any consecutive thirty-day period. Credit amount does not include any additional charges for optional features, long distance, taxes, fees, surcharges, or other services. Customer must be in good payment standing at the time the credit is issued to receive each credit. Sage reserves the right to cancel this offer at any time.

#### 5.12 SAVE - Unlimited Long Distance for 1 Year

Current Sage residential and/or business Customers who contact Sage Telecom between February 8, 2010 and December 31, 2010 about discontinuing their service may be eligible for the Save-Unlimited Long Distance for 1 Year offer if they agree to keep their phone services with Sage Telecom. To be eligible, the Customer must have local service with Sage for at one (1) year, be in good payment standing and have business type service, a grandfathered plan, one of the Simply Savings plans, or one of the EasyCall, ValuePlus, or PremierCall Plans. This credit may not be combined with any other Sage promotions or offers. Customer is limited to one (1) SAVE discount per twelve (12) month period. This \$40 Premium SAVE Offer is available for one (1) line per account.

Customers who qualify will receive unlimited minutes of long distance for the first twelve (12) months of service on all direct dialed, 1+ long distance or 1+ intraLATA toll calls made to points within the continental U.S., Alaska, Hawaii, Puerto Rico, and U.S. Virgin Islands and outside the customer's local (free) calling area. The then-effective tariffed rate will apply in full each month thereafter. Additional charges may apply if Customer exceeds 9000 minutes during any consecutive thirty-day period. Credit amount does not include any additional charges for optional features, taxes, fees, surcharges, or other services. Customer must be in good payment standing at the time the credit is issued to receive each credit. Sage reserves the right to cancel this offer at any time.

#### 5.13 [Reserved for Future Use]

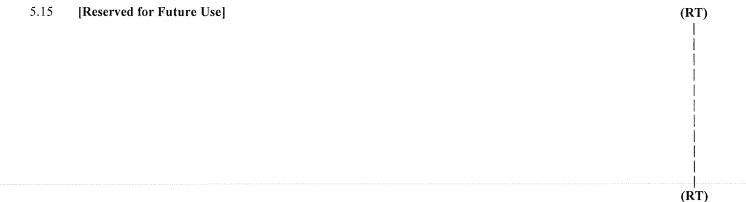
(AT)

Issued: February 11, 2010 Effective: February 11, 2010

### 5.14 Phone \$20 Discounted Installation SAVE Promotion

New residential Customers switching their service to Sage Telecom or existing Sage customers who contact Sage Telecom about discontinuing their Sage service at the time of a physical location move between February 19, 2010 and September 30, 2010 may be eligible for the Discounted Installation SAVE Promotion. To be eligible, the Customer must establish new local service with Sage Telecom or keep their service with Sage in the case of a move, purchase an EasyCall, ValuePlus, or PremierCall plan, and place their order with Sage by phone. This credit may not be combined with any other Sage promotions or offers.

Customers who qualify will have their installation fee discounted to \$20 on their first invoice after the offer is applied. This discount is available for up to two (2) lines per Customer. Existing Sage customers must 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.



Issued: October 1, 2010 Effective: October 1, 2010

Issued By:
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#### 5.16 Tell-A-Friend Plan Promotion

(AT)

(AT)

For referred customers who initiate service between April 1, 2010 and March 31, 2011, the Tell-A-Friend Plan provides two credits of \$75 each to local exchange service customers of Sage for referring a local exchange service customer to Sage and who choose Sage as their long distance carrier. Referring customers can earn two credits for each customer referred, provided they meet all terms and conditions of the program.

To qualify for the first \$75 credit, referred customer must initiate service with Sage Telecom between April 1, 2010 and March 31, 2011 and remain a Sage local exchange service customer in good standing for a minimum of ninety (90) days with a standard class of service. Credit to the referring customer will not be given if the referred customer disconnects their local exchange service prior to ninety (90) days from their service date or if either the referring or referred customer has not maintained good payment standing.

To qualify for the second \$75 credit, referred customer must initiate service with Sage Telecom between April 1, 2010 and March 31, 2011 and remain a Sage local exchange service customer in good standing for a minimum of twelve (12) months with a standard class of service. Credit to the referring customer will not be given if the referred customer disconnects their local exchange service prior to twelve (12) months from their service date or if either the referring or referred customer has not maintained good payment standing.

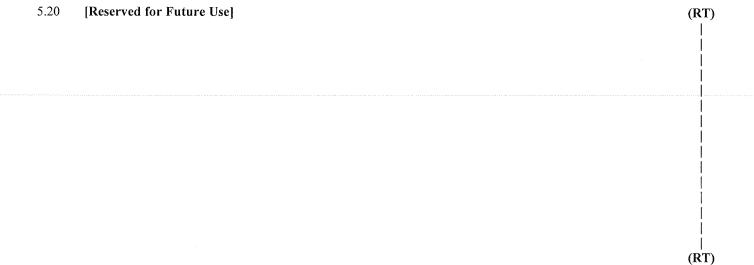
5.17 [Reserved for Future Use]

5.18 [Reserved for Future Use]

Issued: April 1, 2010

Effective: April 1, 2010

5.19 [Reserved for Future Use]



Issued: December 18, 2008

Effective: December 18, 2008

5.21	[Reserved for Future Use]	(RT)	)
5.22	[Reserved for Future Use]		
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5.23	[Reserved for Future Use]		
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Issued: December 18, 2008 Effective: December 18, 2008

Issued By:
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5.24 [Reserved for Future Use] (RT)

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(RT)

5.25 [Reserved for Future Use]

5.26 [Reserved for Future Use]

5.27 [Reserved for Future Use]

(RT)

Issued: May 21, 2009 Effective: May 21, 2009

# 5.28 [Reserved for Future Use]

5.29 [Reserved for Future Use]

(RT)

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Allen, Texas 75013-2789

(RT)

# 5.30 [Reserved for Future Use]



Issued: May 21, 2009

Effective: May 21, 2009

5.31	Reserved for Future Use	(RT)
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Issued: May 21, 2009

Effective: May 21, 2009

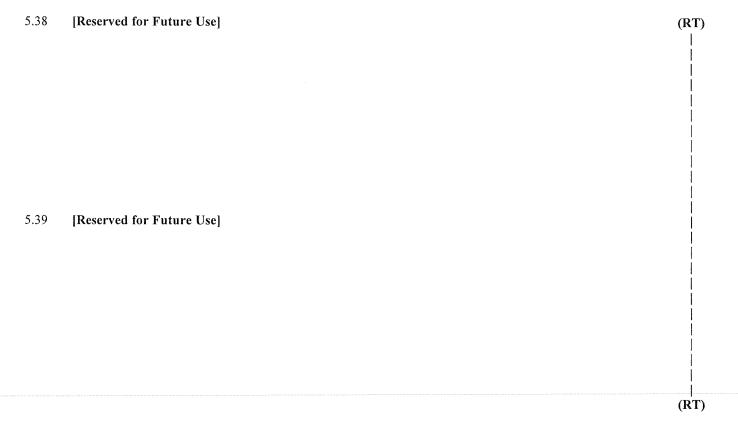
(RT)

(RT)

# **SECTION 5 - PROMOTIONS AND DISCOUNTS**

Issued: October 1, 2009

Effective: October 1, 2009



5.40 [Reserved for Future Use]

Issued: October 1, 2010

Effective: October 1, 2010

#### **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.

Service Charge Type	Residence	Business
#Installation Charge, per line	\$ 39.00 (CR)	\$ 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

<sup>\*</sup> 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 \$ 44.00 per line Business \$ 70.00 per line

### 6.1.2 [Reserved for Future Use]

Issued: July 15, 2010 Effective: July 15, 2010

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

#### **SECTION 6 – PRICE LIST**

6.1. <u>Local Exchange Service</u> (Cont'd)

(RT)

(RT)

Issued: April 1, 2008

Effective: April 1, 2008

# SECTION 6 - PRICE LIST (cont'd)

# 6.1. <u>Local Exchange Service</u> (Cont'd)

# 6.1.3. Operator Assisted Service Rates

# 6.1.3.A. Operator Handled Calling

In addition to applicable usage charges, the following operator-assisted charges will apply:

Person-to-Person	\$ 3.00 per call
Station-to-Station (Local and IntraLATA)	\$ 1.80 per call
Third Number Billed	\$ 1.50 per call
Collect	\$ 2.50 per call

# 6.1.3.B. <u>Directory Assistance Service</u>

Direct Dialed (1-411)	\$ 1.99 per call	(CR)
Via Operator (1-411)	\$ 1.99 per call	(CR)
InterLATA Directory Assistance Calls		

\$ 1.99 per call

### 6.1.3.C. <u>Busy Line Verification and Line Interrupt Service</u>

(1 + (Area Code) 555-1212)

Busy Line Verification	\$ 6.00 per request
Line Interrupt	\$ 6.00 per request

#### 6.1.4. Telephone Directory Service Rates

Service Type	Monthly Rate
Non-Listed Service	
Primary Line	\$ 2.20
Additional Line	\$ 2.20
Non-Published Service	\$ 2.20
Extra Listings/Alternate Listings/ Night Number Listings	
Residential	\$ 3.00
Business	\$ 3.00
Foreign Listings	\$ 3.00
Cross-Reference Listings	\$ 3.00
Residence Bold Listing	\$2.50

Issued: February 1, 2011 Effective: February 1, 2011

#### SECTION 6 - PRICE LIST (cont'd)

# 6.1. <u>Local Exchange Service</u> (Cont'd)

# 6.1.5. <u>Custom Calling Features Rates</u> (Monthly rates unless otherwise noted.)

6.1.5.A Rates below are for all Sage EZChoice, EasyCall, ValuePlus, ValueChoice, and (CT) PremierCall plans

Feature	Res
Repeat Dialing	\$ 3.75
Repeat Dialing (per occurrence)	\$ 0.75
Call Screening	\$ 3.75
Call Forwarding	\$ 3.75
Automatic Callback	\$ 3.75
Automatic Callback (per occurrence)	\$ 1.89 (I)
Call Waiting	\$ 3.75
Multi-Ring Service	\$ 3.75
Speed Calling	\$ 3.75
Three-Way Calling	\$ 3.75
Three-Way Calling (per occurrence)	\$ 1.89 (I)
Wait & See	\$ 1.99

# 6.1.5.B Rates below are for all other Sage service plans

Feature	Res	
Repeat Dialing	\$ 2.75	
Repeat Dialing (per occurrence)	\$ 0.75	
Call Screening	\$ 2.75	
Call Forwarding	\$ 2.75	
Automatic Callback	\$ 2.75	
Automatic Callback (per occurrence)	\$ 1.89 (I)	
Call Waiting	\$ 2.75	
Multi-Ring Service	\$ 2.75	
Speed Calling	\$ 2.75	
Three-Way Calling	\$ 2.75	
Three-Way Calling (per occurrence)	\$ 1.89 (I)	
Wait & See	\$ 0.00	

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Issued By:
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6.1.6.

(MT)

(MT)

# SECTION 6 - PRICE LIST (cont'd)

# 6.1. <u>Local Exchange Service</u> (Cont'd)

Caller ID Service

	Monthly Rate
Residential	\$ 5.75
Business	\$ 8.75

# 6.1.7. Multi-Line Hunting Service Rate

	Monthly Rate
Residential, per line	\$ 3.75

Issued: October 1, 2009

Effective: October 1, 2009

# 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 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. [Reserved for Future Use]



# 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).

Issued: June 12, 2009 Effective: June 12, 2009

# SECTION 6 – PRICE LIST (cont'd)

# 6.2 <u>Directory Assistance</u>

6.2.1 <u>InterLATA Directory Assistance calls (1 + (Area Code) 555-1212), other than calls placed to 8xx toll free DA:</u>

(CT)

Per call rate:

\$ 1.99

6.2.2 [Reserved for Future Use]

(RT) | | | (RT)

(CT)

Issued: December 2, 2008

Effective: December 2, 2008

### SECTION 6 – PRICE LIST (cont'd)

(RT) 6.2 (CT) **Directory Assistance (cont'd)** (CT) 6.2.3 Calls placed to 800/888 toll free DA Calls placed to 800/888 toll free DA are provided at no charge to the Customer. (CT) 6.3 **Operator Services** (CT) 6.3.1 All usage associated with operator assisted calls will be charged the per minute rates as stated in Section 6.1. (CT) 6.3.2 In addition to applicable usage charges, the following operator-assisted charges will apply: Person-to-Person \$ 3.00 per call Station-to-Station \$ 1.10 per call Third Number Billed \$ 1.50 per call Collect \$ 2.50 per call (CT) 6.4 **Miscellaneous Services** 6.3.1 Returned Check Charge Per returned check/credit card chargeback \$30.00 (CT) 6.5 High Usage Charge \$0.0025 per MOU

Applicable to all Residential service rate plans; per MOU in excess of 9,000 MOUs during any consecutive thirty-day period.

Issued: April 1, 2008

Effective: April 1, 2008

EXHIBIT B

PROPOSED REVISED TARIFF PAGES

This tariff, P.U.C.O. Tariff No. 4 filed by Sage Telecom, Inc., cancels and replaces, in its entirety, the current tariff on file with the Commission, Sage Telecom, Inc., P.U.C.O. Tariff No. 1.

Detariffed services are available at <u>www.sagetelecom.net</u> and may also be viewed at the Company's headquarters: 3300 E. Renner Road, Suite 350, Richardson, Texas 75082-2800.

#### TITLE PAGE

## LOCAL EXCHANGE AND INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

This tariff is in compliance with Rule 4901:1-6, Ohio Administrative Code.

Issued: April 19, 2011

Effective: April 19, 2011

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

### DESCRIPTION OF SERVICE

<u>9-1-1 Telecommunication Service</u> – All terms and conditions set forth in this Section are applicable to the services as defined in this Tariff.

### Service Overview

- A. Sage is obligated to supply the E-911 service provider in Sage's service area with accurate information necessary to update the E-911 database at the time Sage submits customer orders to the local exchange telecommunications company whose service is being resold pursuant to these tariffs.
- B. At the time Sage provides basic local service to a customer by means of Sage's own cable pair, or over any other exclusively owned facility, Sage will be obligated to make the necessary equipment or facility additions in the E-911 service provider's equipment in order to accurately and properly update the database for E-911.
- C. Sage will be obligated to provide facilities to route calls from the end users to the proper Public Safety Answering Point. Sage recognizes the authority of the E-911 customer to establish service specifications and grant final approval or denial of service configurations offered by Sage.
- D. Sage will collect 911 surcharges and remit all surcharge revenue to the appropriate governmental entity.

### Regulations

- A. This offering is limited to the provision and use of the digits 9-1-1 as the Universal Emergency Telephone Number (Code).
- B. 9-1-1 Service is one-way service only.
- C. Sage shall not incur any liability, direct or indirect, to any person who dials or attempts to dial, the digits 9-1-1 or to any other person who may be affected by the dialing of the digits 9-1-1. Sage's entire liability arising out of the provision of 9-1-1 Service under this tariff shall be limited as set forth in this Section and in the Rules.

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### EXHIBIT C

### SUMMARY OF CHANGES

P.U.C.O Tariff No. 4 replaces P.U.C.O Tariff No. 1 in its entirety. The detariffed services have been removed from P.U.C.O Tariff No. 4 and the removed services are now included in the Company's Ohio Guidebook posted on the Company's web site of <a href="https://www.sagetelecom.net">www.sagetelecom.net</a> along with P.U.C.O. Tariff No. 4. Copies may also be obtained at the Company's main office at 3300 E. Renner Road, Suite 350, Richardson, Texas 75082-2800.

### EXHIBIT D

### CUSTOMER NOTICE

Copy of the Customer Notice of Detariffing and Related Changes

#### Residential Notice

Beginning on April 19, 2011, the prices, service descriptions, and the terms and conditions for services other than local flat rate service that you are provided by Sage Telecom, Inc. will no longer be on file at the Public Utilities Commission of Ohio (PUCO).

This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. Sage Telecom, Inc. must still provide a customer notice at least fifteen days in advance of rate increases, changes in terms and conditions and discontinuance of existing services. Additionally, you will be able to view the company's future service offerings in a guidebook online at www.sagetelecom.net or you can request a copy of this information by contacting Sage Telecom, Inc. at (888) 449-4940.

Since these services will no longer be on file with the Commission, this means that the agreement reached between the customer and the company will control new services or changes in service. For any new services or changes in service, it will be important that you carefully review and confirm the price, terms and conditions.

If you have any questions about this matter, please call Sage Telecom, Inc. at the toll free number, (888) 449-4940, or visit us at www.sagetelecom.net. You may also visit the consumer information page on the PUCO's website at puco.ohio.gov for further information.

Sincerely,

Sage Telecom, Inc.

#### **Business Notice**

Beginning on April 19, 2011, the prices, service descriptions, and the terms and conditions for services other than a primary line provided by Sage Telecom, Inc. will no longer be on file at the Public Utilities Commission of Ohio (PUCO).

This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. Sage Telecom, Inc. must still provide a customer notice at least fifteen days in advance of rate increases, changes in terms and conditions and discontinuance of existing services. Additionally, you will be able to view the company's future service offerings in a guidebook online at www.sagetelecom.net or you can request a copy of this information by contacting Sage Telecom, Inc. at (888) 449-4940.

Since these services will no longer be on file with the Commission, this means that the agreement reached between the customer and the company will control new services or changes in service. For any new services or changes in service, it will be important that you carefully review and confirm the price, terms and conditions.

If you have any questions about this matter, please call Sage Telecom, Inc. at the toll free number, (888) 449-4940, or visit us at www.sagetelecom.net.

Sincerely,

Sage Telecom, Inc.

EXHIBIT E
CUSTOMER NOTICE AFFIDAVIT

### CUSTOMER NOTICE AFFIDAVIT

STATE OF: Texas	SS:
COUNTY OF: Collin	SS:

### **AFFIDAVIT**

<sub>I,</sub> Andrew Karl	_, am an authorized agent of the applicant corporation,
(Name)	
Sage Telecom, Inc.	, and am authorized to make this statement
(Company Name)	
on its behalf. I attest that the customer n	otice(s) accompanying this affidavit were sent to affected
customers through Bill Imprint	on 4/1/11 to 4/30/11 ,
(type of notice)	(date/timeframe)
in accordance with Rule 4904:1-6-07, G	Ohio Administrative Code. I declare under penalty of perjury that
the foregoing is true and correct.	
	(Signature) Caul

Executed on 4/7/11 Richardson, TX (Date (Location)

### The Public Utilities Commission of Ohio

### TELECOMMUNICATIONS RETAIL SERVICE OFFERING FORM

### For Non-BLES Carriers

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

Company Name Sage Telecom, Inc.		
Company Address <u>3300 E. Renner Road, Suite 350, Richardson, Texas 75082-2800</u>		
Company Web Address <u>www.sagetelecom.net</u>		
Regulatory Contact Person <u>Carey Roesel</u> Phone <u>407-740-8575</u> Fax <u>407-740-0613</u>		
Regulatory Contact Person's Email Address <u>croesel@tminc.com</u>		
Contact Person for Annual Report Sherri Flatt Phone 214-495-4847 Fax 214-495-4795		
Consumer Contact Information Brenda Owens Phone 214-495-4755 Fax 214-495-4788		
TRF Docket No. 90-9212-TP-TRF		
I. Company Type (Check all applicable):		
■ Non-BLES CLEC    □ IXC    □ Other (explain)		
II. Services offered (Check all applicable):		
☑ Toll services (intrastate)		
□ Local Exchange Service (i.e., residential or business bundles)		
□ Other (explain)		
III. Tariffed Provisions/Services (To the extent offered, check all applicable and attach tariff pages):		
□ Toll Presubscription		
☐ Intrastate Special and Switched Access Services to Carriers (facilities-based local carriers only)*		
□ N-1-1 Service		
□ Pole Attachment and Conduit Occupancy		
□ Pay Telephone Access Lines		
☐ Inmate Operator Service		
□ Telephone Relay Service		

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

### Part IV. - Attestation

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

I am an officer/agent of the carrier/telephone company, <u>Carey Roesel</u>, and am authorized to make statements on it behalf. (Name)

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

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

(Signature and Title)

(Date)

April 18, 2011

This foregoing document was electronically filed with the Public Utilities

**Commission of Ohio Docketing Information System on** 

4/18/2011 2:41:15 PM

in

Case No(s). 11-2532-TP-ATA

Summary: Tariff Detariffing of P.U.C.O. Tariff No. 1 in Case No. 10-1010-TP-ORD electronically filed by Mrs. Grace D Stanley on behalf of Sage Telecom, Inc. and Karl, Andrew Mr.