

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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Issued: December 28, 2011

Effective: December 29, 2011

Issued By:
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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Access Line - An arrangement that connects an End User Premises to a Company designated End Office. An Access Line provides a communications path capable of transmitting voice-frequency signals, although this definition does not restrict the type of information that may be transmitted over an Access Line.

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Access Minutes - The increment for measuring usage of exchange facilities for the purpose of calculating chargeable usage.

Access Service Request (ASR) - The service order form used by access service Customers and the Company for the process of establishing, moving or rearranging access services provided by the Company.

Access Tandem - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between End Offices and the Customer's Premises or Point of Presence.

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

Answer Supervision - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to a carrier's Point of Presence or customer's terminal equipment as an indication that the called party has answered or disconnected.

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

Authorized User - A person, firm, corporation, or other entity that is authorized by Customer to be connected to the facilities of the Customer.

Automatic Number Identification (ANI) - The automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party Customer. The primary purpose of ANI is for billing toll calls.

Bit - The smallest unit of information in a binary system of notation.

Bps - Bits per second. The number of bits transmitted in a one second interval.

Business Hours - The phrase "Business Hours" generally means the time beginning at 8:00 a.m. and ending at 5:00 p.m. local time at the place of Company operation, Monday through Friday excluding holidays.

Business Office - The phrase "Business Office" means the primary location where the business operations of Company are performed and where a copy of Company's tariffs are made available for public inspection. The address of the business office is 3300 E. Renner Road, Suite 350, Richardson, TX 75082-2800.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

Call - A Customer or End User attempt for which the complete address code (e.g., 0-, 911, or 10 digits) is provided to the Customer's point of presence, End Office or Access Tandem Switch.

Carrier, Common Carrier, or Telecommunications Carrier – Any person or entity engaged as a common carrier for hire, in communication by wire or radio.

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

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Channel - A communications path between two or more points.

CIC - An interexchange carrier identification code.

Commission - Refers to the Federal Communications Commission.

Company - Used throughout this tariff to indicate Sage Telecom, Inc.

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.

Constructive Order - Delivery of calls to or acceptance of calls from the Customer's End Users over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase switched access services as described herein. Similarly, the selection of the Customer by an End User as the End User's PIC constitutes a Constructive Order for switched access by the Customer.

CPE - Customer Premises Equipment. All Terminal Equipment or other communications equipment and/or systems provided by the Customer for use with the Company's facilities and services.

Customer - Any 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. In most contexts, the Customer is an interexchange carrier utilizing the Company's Switched Access services described in this tariff to reach its End User customer(s).

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Customer Premises - The premises specified by the Customer for termination of access services. Typically an interexchange carrier's Point of Presence.

Dedicated Access - A method of reaching the Customer's communication and switching systems whereby the End User is connected to the Customer's Point of Presence via dedicated facilities, circuits, or channels without utilizing the services of the local switched network.

Delinquent or Delinquency – An account for which payment has not been made in full on or before the last day for timely payment.

DSO – Digital Signal Level 0; a dedicated, full duplex digital channel with line speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

DS1 – Digital Signal Level 1; a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having a line signal format of either Alternate Mark Inversion (AMI) or Bipolar with 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe (ESF) formats. DS1 Service has the equivalent capacity of 24 Voice Grade or DS0 services.

DS3 – Digital Signal Level 3; a dedicated, high capacity, full duplex channel with a line speed of 44.736 Mbps isochronous serial data having a line code of bipolar with three zero substitution (B3ZS). Equivalent capacity of 28 DS1 Services.

Dual Tone Multifrequency (DTMF) - Tone signaling, also known as touch tone signaling.

End Office - The Central Office from which an End User's Premises would normally obtain local exchange service and dial tone from the Company or other local exchange carrier.

End Office Switch - A local exchange carrier switching system where End User Access Lines are terminated for purposes of interconnection to other Access Lines, trunks or access facilities.

End User - Any customer of a service that provides the ability to place and receive voice-frequency switched telephone communications on the public switched telephone network that is not a carrier; except that a carrier other than a telephone company shall be deemed to be an “end user” when such carrier uses a telecommunications service for administrative purposes, and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an “end user” if all resale transmissions offered by such reseller originate on the premises of such reseller. (D)

End User Premises - The premises specified by the Customer or End User for termination of an Access Line.

Equal Access - Where the local exchange company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such End Offices, End Users can presubscribe their telephone line(s) to their preferred interexchange carrier. .

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 service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

Exchange Message Interface (“EMI”) – The industry standard format used for exchange of telecommunications message information among carriers.

Facility (or Facilities) – Any item or items of communications plant or equipment used to provide or connect to Sage Services.

FCC – Federal Communications Commission.

Gbps - Gigabits per second; billions of bits per second.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

Query - The inquiry to a Company database to obtain information, processing instructions or service data.

Recurring Charge - The charges to the Customer for services, facilities or equipment, which continue for the agreed upon duration of the service. Recurring charges do not vary based on Customer usage of the services, facilities or equipment provided.

Remote Switching Modules or Remote Switching Systems (RSM/RSS) - Small remotely controlled electronic End Office Switching equipment which obtains its call processing capability from a Host Office. An RSM/RSS cannot accommodate direct trunks to a Customer.

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

Service Commencement Date - The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards 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 - A written request for network services executed by the Customer and the Company. The signing of a Service Order by the Customer and acceptance by the Company begins the respective obligations of the parties in that order for services offered under this tariff.

Special Access - See Dedicated Access.

Station - Refers to telephone equipment or an Access Line from or to which Calls are placed.

Switch – The term “switch” denotes an electronic device that is used to provide circuit sharing, routine, and control.

Switched Access - A service that provides a communications path for the duration of a Call between an End User and an Interexchange Carrier using facilities, circuits or channels provided in whole or in part by a local exchange carrier.

Tandem Switch - See Access Tandem.

TDM – Time Division Multiplexing. A method of transmitting and receiving voice signals over the Public Switched Telephone Network (PSTN).

Terminal Equipment - Telecommunications devices, apparatus and associated wiring on an End User’s Premises.

Terminating Direction - The use of Switched Access Service for the completion of calls from a Customer's Point of Presence to an End User Premises.

Material previously located on this page now appears on Page 12.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

Timely Payment – A payment on a Customer's account made on or before the due date.

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Trunk - A physical or virtual communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection. A trunk is capable of transmitting voice-frequency signals, although this definition does not limit the type of information that may be transmitted.

Trunk Group - A set of Trunks, which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

Underlying Carrier – A provider of interstate telecommunications services from whom Sage acquires facilities or services that it utilizes to provide Sage services to Customers and End Users.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purpose of rating calls.

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VoIP-PSTN Toll Traffic – The term Toll VoIP-PSTN Traffic denotes a customer’s interexchange voice traffic exchanged with the Telephone Company in Time Division Multiplexing format over PSTN facilities, which originates and/or terminates in Internet Protocol (IP) format. Toll VoIP-PSTN Traffic originates and/or terminates in IP format when it originates from and/or terminates to an end user customer of a service that requires IP compatible customer premises equipment.

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VoIP-PSTN Traffic – Transmission of communication by aid or wire, cable, radio, or other like connection using Voice over Internet Protocol that is originated or terminated in Internet Protocol (IP) format. VoIP Services are those services that require the use of IP compatible customer premises equipment.

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

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Sage Telecom, Inc.

- 2.1.1 The Company undertakes to furnish communications service pursuant to the terms of this tariff.
- 2.1.2 The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.3 The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.
- 2.1.4 The Company arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers in accordance with the terms and conditions set forth under this tariff. The Customer shall be responsible for all charges due for such service arrangements.
- 2.1.5 The Company may use any available technology, equipment, and facilities to provide the services described in this Tariff, and may alter, relocate, or replace such technology, equipment, and facilities at its discretion without notice to Customers, except when any such action requires modification of the facilities used by Customers to interconnect with the Company. The Company may, in its sole discretion, provide services under this Tariff using its own facilities, using facilities owned by other entities, including without limitation an Underlying Carrier, by resale of services purchased from other entities, or any combination of the foregoing. Any references in this Tariff to the Company's facilities, Company's network, or the like, include such third-party facilities and resold services as the case may be.

2.2 Use of the Company's Service

- 2.2.1 Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.
- 2.2.2 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.3 Any service provided under this tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service. The Company may require applicants for service who intend to use the Company's offerings for resale, shared and/or joint use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.9 Obligations of the Customer (Continued)

2.9.2 (continued)

J. Audit of Jurisdictional Accuracy

- (1) If Sage disputes the reasonableness of the PIU provided by the customer as set forth in 2.9.2.H., preceding, or the reported PIU varies by more than five percentage points over the preceding PIU, Sage may ask the customer to provide the data used by the customer to determine the projected interstate percentage. The customer shall retain, for a minimum of one year, accurate call detail records from which the percentage of interstate and intrastate use can be derived, and shall make such records available for inspection as reasonably necessary for PIU verification. Such records shall be made available for inspection and audit within fifteen (15) days of Sage's request for verification.

Sage shall limit audits to no more than one per year, except where additional audits may be required to verify allocation changes that represent a five percent shift from the customer's most recent reported figures, and such change is not the result of seasonal shifts or other identifiable reasons. The customer may request that verification audits be conducted by an independent auditor. In such cases the associated auditing expenses will be paid by the customer.

In the event that the customer fails to provide adequate records to enable Sage or an independent auditor to conduct an audit verifying the customer's PIU, Sage will bill the usage for all the contested periods using the PIU reported by the customer for the previous period pursuant to 2.9.2.H., above. This PIU will remain in effect until the customer provides the call detail records from which the percentage of interstate and intrastate use can be derived. No prorating or back billing will be done based on the newly derived factor.

- K. In the absence of an interconnection agreement between the Telephone Company and the customer specifying the treatment of VoIP-PSTN Toll Traffic, the rates, terms, and conditions for origination and/or termination of VoIP-PSTN Toll Traffic by the Telephone Company shall be identical to the switched access rates, terms, and conditions applicable to the corresponding functions as specified in Section 4, following.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.10 Billing and Payment for Service

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2.10.1 Responsibility for Charges

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

- A. any delegation of authority resulting in the use of Customer's communications equipment and/or network services that result in the placement of calls via the Company;
- B. any and all use of the service arrangement provided by the Company, including calls which the Customer did not individually authorize;
- C. any calls placed by or through the Customer's equipment via any remote access feature(s);

2.10.2 Minimum Period

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.10 Billing and Payment for Service (Continued)

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2.10.3 Payment for Service

- A. All charges due from the Customer are payable to the Company or any agent duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agent and subject to the rules of regulatory bodies having jurisdiction.
- B. Non-recurring charges for installations, service connections, moves or rearrangements are due and payable upon receipt of the Company's invoice by the Customer. At the Company's discretion, payment of all or a portion of any non-recurring charges may be required prior to commencement of facility or equipment installation or construction required to provide the services requested by the Customer.
- C. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable as specified on the bill.
- D. When billing is based upon Customer usage, usage charges will be billed monthly in arrears for service provided in the preceding billing period. Charges shall be due and payable as specified on the bill.
- E. Customer billing will begin on the service commencement date, which is the day the Company determines in its reasonable sole discretion that the service or facility is available for use, except that the service commencement date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards under this tariff or the service order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- F. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 (thirty) days.
- G. Amounts not paid within 30 (thirty) days after the mailing date of invoice will be considered past due.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.10 Billing and Payment for Service (Continued)

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2.10.4 Disputed Charges

- A. Any objections to billed charges must be reported to the Company or its billing agent within sixty (60) days of the invoice of the bill issued to the Customer. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicates that such changes are appropriate.
- B. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount, including a detailed written explanation of the basis of the dispute. The Customer also will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within sixty (60) days of the invoice date of the bill for the disputed services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- C. Filing a dispute does not eliminate or postpone the Customer's obligation to pay billed charges. The Company may treat any dispute of charges that have not been paid on a timely basis as a bad-faith claim, and may reject the dispute for that reason alone.
- D. If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending settlement of the disputed amount shall be subject to the late payment penalty as set forth in 2.10.5.
- E. If the dispute is resolved in favor of the Customer after the Customer has paid the disputed amount, the Customer will receive an interest credit from the Company for the disputed amount times a late factor as set forth in 2.10.5 from the date of actual payment to the date of resolution of the dispute.
- F. If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.10 Billing and Payment for Service (Continued)

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2.10.5 Late Payment Fees

If the entire amount billed, exclusive of any amount disputed by the customer, is received by Sage after the payment date or if any portion of the payment is received by Sage in funds which are not immediately available to Sage, then a late payment charge will apply to the unpaid balance. The late payment charge will be equal to the lesser of:

- 2.10.5.A. the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily and applied for each month or portion thereof that an outstanding balance remains; or
- 2.10.5.B. 0.0005 per calendar day, compounded daily and applied for each month or portion thereof that an outstanding balance remains.

Until such time as Sage receives authorization to assess late payment charge, late payment charges will not apply to services purchased by the state government, including service to an agency in any branch of government.

2.10.6 Returned Check Charge

A service charge equal to \$20.00, or the actual fee incurred by Company from a bank or financial institution, whichever is greater, will be assessed for all checks returned by a bank or other financial institution for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

3.8 Rate Regulations (Continued)

3.8.3 Measurement of Access Minutes (Continued)

- F. The Company will use the Small Exchange Carrier Access Billing ("SECAB") guidelines, or the Carrier Access Billing System ("CABS") guidelines, or other system that emulates or otherwise produces a reasonable substitute for the output of SECAB or CABS, for billing all charges under this tariff. The Company will provide billing using a hardcopy format or upon request, a mechanized medium (e.g., cartridge tape, CD ROM, etc.). Bills will be accurate and contain sufficient supporting details to allow customers to account for the charges and to verify their accuracy in a reasonable and timely fashion. Requests for additional bill detail will be handled and priced on an Individual Case Basis (ICB).

3.8.4 Moves

- A. A move of services involves a change in the physical location of one of the following:

- (1) The point of termination at the Customer's Premises, or
- (2) The Customer's Premises

- B. The charges for the move are dependent on whether the move is to a new location within the same building or to a different building as described below:

- (1) Moves within the Same Building

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When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring charge for the capacity affected. There will be no change in the minimum period requirements.

- (2) Moves to a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new service. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

SECTION 4 – RATES AND CHARGES

4.1 Carrier Common Line Access

| | SBC Areas: KS, AR, OK, MO, TX | SBC Areas: MI, WI, IN, OH, IL | SBC Areas: CA | SBC Areas: NV | SBC Areas: CT |
|------------------------------------|-------------------------------------|----------------------------------|------------------|------------------|------------------|
| Originating (per access minute) | \$0.000000 | \$0.000000 | \$0.000000 | \$0.000000 | \$0.000000 |
| Terminating (per access minute) | \$0.000000 | \$0.000000 | \$0.000000 | \$0.000000 | \$0.000000 |
| | | | | | |

4.2 Switched Access Service4.2.1 Switched Transport

| | SBC Areas: KS, AR, OK, MO, TX | SBC Areas: MI, WI, IN, OH, IL | SBC Areas: CA | SBC Areas: NV | SBC Areas: CT |
|---|-------------------------------------|-------------------------------------|------------------|------------------|------------------|
| Tandem-Switched Termination (per access minute) | \$0.000053 | \$0.000103 | \$0.000075 | \$0.000120 (R) | \$0.000063 |
| Tandem-Switched Facility (per access minute per mile) | \$0.000003 | \$0.000013 | \$0.000015 | \$0.000008 | \$0.000003 |
| Tandem Switching (per access minute per tandem) | \$0.000288 | \$0.001084 | \$0.000440 | \$0.001062 (I) | \$0.000634 |
| Common Transport Multiplexing (per access minute) | \$0.000047 | \$0.000015 | \$0.000098 | \$0.000018 | \$0.000082 |

Issued: December 28, 2011

Effective: December 29, 2011

Issued By:
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FCCa1138