

INTRASTATE INTEREXCHANGE SERVICES

TARIFF SCHEDULES
APPLICABLE TO
INTRASTATE INTEREXCHANGE
SERVICES
OF
SAGE TELECOM, INC.
(U – 6585 – C)

INTRASTATE INTEREXCHANGE SERVICES

CHECK SHEET

Sheets 1 through 40, inclusive of this Tariff are effective as of the date shown. Revised sheets as named below contain all changes from the original tariff that are in effect on the date thereof.

<u>Sheet</u>	<u>Number of Revisions Except as Indicated</u>
1	Original
2	Eleventh*
3	First
4	Original
5	Original
6	Original
7	Original
8	First
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	First*
19	Original
20	Original
21	Original
22	Original
23	Original
24	Original
25	Original
26	Original
27	Original
28	Original
29	Original
30	Original
31	Original
32	Original
33	Original
34	Original
35	Original
36	Original
37	Third
37.1	Original
38	Second
39	Sixth
40	Second

*New or revised pages.

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[RESERVED FOR FUTURE USE]

INTRASTATE INTEREXCHANGE SERVICES

EXPLANATION OF SYMBOLS

The following symbols are used in this tariff as described:

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.

- (I) To signify increase.
- (L) To signify material relocated from or to another part of tariff schedules with no change in text, rate, rule or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (R) To signify reduction.
- (T) To signify change in wording of text but not change in rate, rule or condition.

AVAILABILITY OF COMPANY'S TARIFF

Complete copies of the Company's advice letters and current tariff are maintained at the Company's business offices located at:

Sage Telecom, Inc.
805 Central Expressway South
Suite 100
Allen, TX 75013

Or

Hanson, Bridgett, Marcus, Vlahos & Rudy
333 Market Street, 23rd Floor
San Francisco, CA 94105

INTRASTATE INTEREXCHANGE SERVICES

RULES

No. 1 - Definitions

Certain terms used generally throughout this tariff are defined below.

Access Service: Any carrier access service offered in Cal. P.U.C. Schedule 2-T.

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

Authorized User: A person, firm or corporation that is authorized by the Customer or joint user to be connected to the service of the Customer or joint user, respectively.

Common Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in intrastate communications by wire or radio between two or more exchanges.

Company: SAGE TELECOM, INC. ("Sage").

Customer: The Common Carrier, person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

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

End Office: With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with an NPA-NXX code.

End User: A person or entity that subscribes to any Sage Local Exchange Service offered under the Company's California P.U.C. Schedule No. 1-T and that has been assigned one or more telephone number(s) within a central office code (NPA-NXX) directly assigned to the Company.

Exchange Telephone Company: Denotes any individual, partnership, association, joint-stock company, trust, or corporation engaged in providing switched communication within an exchange.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the case.

Intrastate Access Service: Provides for a two-point communications path between a Customer's premises or a collocated interconnection location and an end user's premises for originating and terminating calls within the state.

Joint User: A person, firm or corporation that is designated by the Customer as a user of Advanced Communications Service furnished to the Customer and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Local Calling Area: The Company's local calling areas for basic service rates mirror the local calling areas described in the dominant LEC tariff for that region. Pacific Bell's local calling area/zone descriptions can be found in Pacific Bell's Cal. P.U.C. No. A5, Section 5.2.1.

INTRASTATE INTEREXCHANGE SERVICES

No. 1 – Definitions (Cont'd)

Local Distribution Channel: The physical wires that run from the subscriber's telephone set, or PBX or key telephone system, to the telephone company central office.

Local Exchange Carrier: The local phone companies, which can be either a Bell Operating Company or an independent company that provides local transmission services.

Premises: The space occupied by a Customer or authorized user in a building or buildings.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment which continue to apply for duration of the service.

Service Commencement Date: The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

Service Order: The request for access services, either written or electronic, executed by the Customer and the Company in the format devised by the Company. Such a request for service by the Customer and the acceptance of the request by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's access service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

Serving Wire Center: The wire center from which the Customer designated premises would normally obtain dial tone from the Company.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers; or a Customer or any other person authorized by the Customer to use service provided under this tariff.

User: An Authorized User, Customer, or Joint User at whose Premises the Company furnishes service.

Wire Center: A building in which one or more end offices, used for the provision of Exchange Services, are located.

INTRASTATE INTEREXCHANGE SERVICES

No. 2 - Description of Service

- A. The Company undertakes to furnish business and residential interexchange services pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of California.
- B. Service is offered for intrastate interexchange calling to Customers pursuant to the terms of this tariff. Descriptions applicable to specific offerings are found in the Rate Schedules contained in Section 1 of this tariff. The Company's intrastate interexchange services are only provided to customer's subscribed to the Company's local exchange services. (C)
(C)
- C. Service is available 24 hours a day, seven days per week and is subject to the availability of necessary service, equipment and facilities and the economic feasibility of providing such necessary service, equipment and facilities.
- D. Services are offered via the Company's facilities (whether owned, leased or under contract) in combination with resold services provided by other certified carriers.

INTRASTATE INTEREXCHANGE SERVICES

No. 3 - Application for Service

Service is installed by arrangement between Sage Telecom, Inc. and the Customer.

- A. Service may be initiated based on a written or oral agreement between Sage and the customer. In either case, prior to the agreement, the customer shall be informed of all rates and charges for the services the customer desires and any other rates or charges which will appear on the customer's first bill.
- B. Within 7 days of accepting the service order, Sage will provide a confirmation letter to the customer setting forth all applicable rates, terms and conditions for each service ordered. The letter must be in language other than English if the sale was in another language.
- C. Potential customers who are denied service for failure to establish credit or pay deposit as described in this tariff must be given the reason for the denial in writing within 10 days of service denial.

Cancellation of Application for Service:

- D. Customers may cancel any request for tariffed service without penalty after the Company sends the written confirmation described in "C" above.
- E. 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. The special charges described in this section will be calculated on a case by case basis.
- F. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply. This charge will, however, not exceed the sum of the charges for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value of six percent).
- G. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies.

Cancellation of Service:

- H. The Customer may have service discontinued upon verbal or written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. A termination liability charge applies to early cancellation of a term agreement.
- I. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party. Any termination shall not relieve the Customer of his or her obligation to pay any charges incurred under the Service Order and this tariff prior to termination.

INTRASTATE INTEREXCHANGE SERVICES

No. 3 - Application for Service, (Cont'd)

Termination Liability:

- J. Unless otherwise specified in individually negotiated contracts, the termination liability for services purchased under a Term Agreement will be equal to the lesser of either:
- 1) 20% of the balance of the total billing payable during the life of the term, or
 - 2) the difference between the monthly rate for the selected term plan and the monthly rates for the longest term plan that the Customer could have satisfied prior to early discontinuance of service.

INTRASTATE INTEREXCHANGE SERVICES

No. 4 - Contracts

- A. Contracts will only be used in special circumstances for Individual Case Basis ("ICB") service offerings or Special Construction. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Contracts are available to any similarly situated Customer. ICB arrangements will be filed in accordance with G.O. 96-A.

INTRASTATE INTEREXCHANGE SERVICES

No. 5 - Special Information Required On Forms

(A) Customer Bills

The Company's name shall be identified on each Customer bill. Each bill will prominently display a toll-free number for service or billing inquiries, together with an address where the Customer may write to the Company. If the Company uses a billing agent, the Company will also include the name of the billing agent it uses. Each bill for telephone service will contain notations concerning the following:

1. When the bill shall be paid by the Customer to the Company;
2. Billing detail, including the period of service covered by the bill;
3. Late payment charges and when they will be applied;
4. How the Customer must pay the bill;
5. How to contact the Company with questions about the bill; and
6. If the Customer's bill contains charges for interLATA and interstate toll calling billed by the Company on behalf of an interexchange carrier authorized to provide those services, then the bill will include a toll-free number for service or billing inquiries.

Each bill shall also include the following statement:

"If you have a billing or service question, or a complaint, you should contact us to try to resolve the matter. If we are not able to resolve it to your satisfaction, you may write or call:

*California Public Utilities Commission
Consumer Affairs Branch, Room 2003
505 Van Ness Avenue
San Francisco, CA 94102*

*Toll Free: 1-800-649-7570 or
TDD 1-800-229-6846
E-mail: consumer-affairs@cpuc.ca.gov*

If your complaint concerns interstate or international calling, you should contact the Federal Communications Commission at:*

*Federal Communications Commission
Mail Stop 1600 A2
Washington, D.C. 20554*

** The California Public Utilities Commission handles complaints of both interstate and intrastate unauthorized carrier changes ("slamming") at its address above.*

The California Public Utilities Commission requires all telecommunications carriers to follow certain consumer protection rules. Your rights and those rules are available on the Commission's web site, linked from www.cpuc.ca.gov.

INTRASTATE INTEREXCHANGE SERVICES

No. 5 - Special Information Required On Forms (Cont'd)

(B) Deposit Receipts

Each deposit receipt shall contain the following provisions:

"This deposit, less the amount of any unpaid bills for service furnished by Sage Telecom, Inc., shall be refunded, together with any interest due, within 30 calendar days after the discontinuance of service, or after 12 months of service, whichever comes first. However, deposits may not receive interest if the Customer has received a minimum of two notices of discontinuance of service for nonpayment of bills in a 12-month period."

INTRASTATE INTEREXCHANGE SERVICES

No. 6 - Establishment and Reestablishment of Credit

- A. Each application for service shall provide credit information satisfactory to Sage or pay a deposit. Deposit shall not be required if the applicant:
- 1) Provides credit history acceptable to Sage. Credit information contained in the applicant's account record may, but shall not be limited to, account established date, "can-be-reached" number, name of employer, employer's address, customer's driver's license number or other acceptable personal identification, billing name, and location of current and previous service. Credit cannot be denied for failure to provide social security number.
 - 2) A cosigner or guarantor may be used providing the cosigner or guarantor has acceptable credit history with Sage or another carrier acceptable to Sage.
 - 3) Sage cannot refuse a deposit to establish credit for service. It may, however, request the deposit to be in cash or other acceptable form of payment (e.g., cashier's check, money order, bond, letter of credit).

INTRASTATE INTEREXCHANGE SERVICES

No. 7 – Advance Payments and Deposits

A. Advance Payments

At the time an application for service is made, an applicant may be required to pay an amount equal to one month's service charges and/or the service connection and/or equipment charges which may be applicable as well as any nonrecurring charges for any required special construction. The amount of the first months' service is credited to the Customer's account on the first bill rendered

B. Deposits

- 1) The Company may, at its sole discretion, require an applicant or an existing Customer to post a guarantee for the payment of charges as a condition to receiving service or additional services. The Company reserves the right to review an applicant's or a Customer's credit history at any time to determine if a deposit is required.
- 2) Sage will not require Deposits based on race, sex, creed, national origin, marital status, age, sexual orientation, number of dependents, condition of physical handicap, source of income, or geographical area of business.
- 3) Deposits shall be no greater than twice the estimated average monthly bill for the class of service applied for.
- 4) Deposits will be refunded with interest within 30 days after discontinuance of service or after 12 months of service, whichever comes first. Interest will be added to the deposit at a rate not less than 5% simple annual interest on the monthly unused balance, except under the following conditions: no interest shall be given if the customer has received a minimum of two notices in a 12-month period.

INTRASTATE INTEREXCHANGE SERVICES

No. 8 - Notices

Notices provided to the Customer by the Company shall be as follows:

A. Rate Information:

Rate information and information regarding the terms and conditions of service shall be provided in writing upon request by a current or potential customer. Notice of increases in rates shall be provided in writing to customers and postmarked at least 30 days prior to the effective date of the change. No customer notice shall be required for rate decreases. Customers shall be advised of optional service plans in writing as they become available. In addition, customers shall be advised of changes to the terms and condition of service no later than the company's next periodic billing cycle.

B. Discontinuance of Service Notice

1) Notice by customers:

Customers are responsible for notifying Sage of their desire to discontinue service on or before the date of disconnection. Such notice may be either verbal or written.

2) Notice by Sage

Notice to disconnect service for nonpayment of bills shall be provided in writing by first class mail to the customer not less than 7 calendar days prior to termination. Each notice shall include all of the following information:

- a. The amount that is delinquent. .
- b. The date when payment or arrangements for payment are required in order to avoid termination.
- c. The procedure the Customer may use to initiate a complaint or to request an investigation concerning service or charges.
- d. The procedure the Customer may use to request amortization of the unpaid charges.
- e. The telephone number of a representative of the Company who can provide additional information or institute arrangements for payment.
- f. The telephone number of the CAB where the Customer may direct inquiries

C. Regarding Change in Ownership or Identity

Sage will notify Customers in writing of a change in ownership or identity of the Company on the Customer's next monthly billing invoice.

D. Rules for Sage Notices

Notices the Company sends to Customers, or to the Commission, will be a legible size and printed in a minimum point size of ten (10) and are deemed made on the Date of Presentation.

INTRASTATE INTEREXCHANGE SERVICES

No. 9 – Prorating of Bills

- A. Any prorated bill will use a thirty-day (30-day) month to calculate the pro-rata amount. Prorating will apply to recurring charges only; all non-recurring and usage charges incurred during the billing period will be billed in addition to the prorated amounts.

INTRASTATE INTEREXCHANGE SERVICES

No. 10 - Rendering and Payment of Bills

- A. The Customer is responsible for payment of all charges for service furnished to the User. Bills are due and payable on the date of presentation.
- B. Bills may be paid by mail or in person at the business office of the Company or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payments may be made by cash, check, money order, or cashier's check.
- C. The Company reserves the right to assess late payment charges for Customers whose account(s) carries principal owing from the prior billing period. Any charges not paid in full within twenty-two (22) days of the due date specified on the billing invoice may be considered delinquent and subject to a late fee of 1.5% of the net total of the bill, and no late payment penalty may be applied to overdue balances of less than \$20. The late payment date will be prominently displayed on the Customer's bill and will be at least twenty-two (22) days after the Date of Presentation on the billing envelope.
- D. The Company will credit payments within twenty-four (24) hours of receipt.
- E. Recurring monthly charges may be invoiced one month in advance. Invoicing cycles are approximately thirty (30) days in length.
- F. A bill will not include any previously unbilled charge for service furnished prior to three months immediately preceding the date of the bill, with the following exception: five months for collect calls, credit card calls, third party billed calls, "error file" (calls which cannot be billed due to the unavailability of complete billing information to the Company). An additional exception for backbilling is permitted for a period of one and one-half years in cases involving toll fraud.
- G. Any objections to bill over-charges must be reported to the Company or its billing agent within three years after receipt of bill. Adjustments to the Customer's bill shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- H. Multi-Account, Multi-Brand and Multi-Affiliate Credit and Collections Practices (N)

The Company may collect on behalf of itself and/or its affiliates or brands in one or more transactions as permitted by law. In an effort to satisfy any outstanding account balance(s) of the Customer for previously-billed products or services, the Company apply any credit balances of the Customer from one of the Customer's existing or previous accounts to another of the same Customer's existing or previous accounts and the Company may apply any credit balances of the Customer from one Company affiliate or brand to another. In all such instances, the Customer shall remain responsible for any remaining unsatisfied balances, for any fees or taxes, and for any additional balances incurred. (N)

INTRASTATE INTEREXCHANGE SERVICES

No. 11 - Disputed Bill Procedure

A. In the case of a dispute between a Customer and the Company as to the correct amount of a bill rendered by the Company for service furnished to the Customer, which cannot be adjusted with mutual satisfaction, the Customer may make the following arrangements:

- 1) First, the Customer may make a request, and the Company will comply with the request, for an investigation and review of the disputed amount. The Company shall reach a determination and communicate it to the customer within 30 days.
- 2) The undisputed portion of the bill must be paid by the Due By Date (no sooner than 22 days of the date of presentation) shown on the bill or the service will be subject to disconnection if the Company has notified the Customer by written notice of such delinquency and impending termination.
- 3) If there is still disagreement after the investigation and review by a manager of the Company, the Customer may appeal to the California Public Utilities Commission's Consumer Affairs Branch ("CAB") for its investigation and decision. To avoid disconnection of service, the Customer must submit the claim and, if the bill has not been paid, deposit the amount in dispute with CAB within seven (7) calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such deposit must be made or service will be interrupted. However, the service will not be disconnected prior to the Due By Date shown on the bill.
- 4) The Company may not disconnect the Customer's service for nonpayment as long as the Customer complies with (1) and (2) above.
- 5) The Company shall respond to CAB's requests for information within ten (10) business days.
- 6) CAB will review the claim of the disputed amount, communicate the result of its review to the Customer and Company and make disbursement of the deposited amount.
- 7) After the investigation and review are completed by the Company as noted in (1) above, if the Customer elects not to deposit the amount in dispute with CAB, such amount becomes due and payable at once. In order to avoid disconnection of service, such amount must be paid within seven (7) calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such payment must be made or service will be interrupted. However, the service will not be disconnected prior to the Due By Date shown on the bill.
- 8) The CPUC address:

California Public Utilities Commission
Consumer Affairs Branch
505 Van Ness Avenue
San Francisco, CA 94102

(415) 703-4973

INTRASTATE INTEREXCHANGE SERVICES

No. 12 - Discontinuance and Restoration of Service

- A. Customers are responsible for notifying the Company of their desire to discontinue service on or before the date of termination. Such notice may be either in writing or verbal. Customers remain responsible for payment of all bills for services furnished.
- B. The Company may terminate service, with at least seven (7) days written notice sent to the Customer via U.S. First Class Mail, for non-payment of bills.
- C. Termination will not occur unless payment has not been made to the Company by the due date specified on the Customer's billing invoice, which will be at least twenty-two (22) days after the Date of Presentation on the billing envelope.
- D. Service may be discontinued for nonpayment of bills provided notice of the proposed discontinuance is provided pursuant to Rule 8B(2) of this tariff.
- E. Service will not be initially terminated on any Saturday, Sunday, legal holiday or any other day the Company's service representatives are not available to serve Customers.
- F. The Company may terminate service, with at least seven (7) days' written notice to the Customer, for non-compliance with Commission regulations, for failure of the Customer to adhere to contractual obligations, and for failure of the Customer to permit the Company to have reasonable access to its equipment.
- G. The Company may terminate service without notice in the event of any of the following occurrences: hazardous conditions on the Customer's premises; the Customer's maintaining and/or operating its own equipment in such a manner as to adversely affect the Company's equipment or service to others; Customer tampering with the Company's equipment; the Customer's unauthorized or illegal use of the Company's service or equipment; or the acts of the Customer are such as to indicate intention to defraud the Company (including fraudulently placing and receiving Calls and/or providing false credit information) .
- H. In the event the Company terminates service for nonpayment, the Customer may be liable for all reasonable court cost and attorneys fees as determined by CPUC or by the court.
- I. If a Customer cancels his or her order for service before the service begins, a charge equal to the greater of \$25.00 or the actual costs incurred by the Company in provisioning the service prior to the cancellation will be levied upon the Customer. No charge will be levied, however, if a Customer cancels his or her service within three (3) days or the date the order was placed in writing or within three (3) days of the date of the Company's confirmation. No cancellation charge applies to orders cancelled due to delays in installation that are caused by the Company that are (7) days past the promised due date. The Customer will be informed of the cancellation charge at the time the order is placed.
- J. Restoration of Service
- The customer may restore service by full payment in any reasonable manner, including by personal check. The Company may refuse to accept a personal check, however, if a Customer's check for payment of service has been dishonored, excepting bank error, within the last twelve months. There is a \$35.00 charge for restoration of service after disconnection; if, however, the equipment necessary for service has been removed, a complete activation fee will apply.

INTRASTATE INTEREXCHANGE SERVICES

No.13 - Request for Old Bill

A. The Company will charge a processing fee 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 the following fees will apply:

Bills dated within 90 days prior to receipt of request	\$1.00 per bill
Bills dated more than 90 days but less than 12 months	\$5.00 per bill
Bills dated more than 12 months; less than 48 months	\$20.00 per bill

The Company will not provide a second copy of a bill that is more than 48 months old.

INTRASTATE INTEREXCHANGE SERVICES

No.14 - Temporary Service

- A. Conditions precedent to rendering temporary service or service to speculative projects will be developed on an Individual Case Basis. The Company will not provide temporary service or service to speculative projects unless in its judgement such service provision is consistent with the best interests of the Company and its Customers.

INTRASTATE INTEREXCHANGE SERVICES

No.15 - Continuity of Service

A. The Company will not provide a credit allowance for interruption of service caused by the customer's facilities, equipment, or systems.

B. Credit Allowance for Interruptions

- 1) For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- 2) An interruption credit allowance is determined by (I) calculating the Average Station Value for one full day (Average Station Value divided by 30 days) (II) multiplying the result of (I) by the "credit" as specified following then (III) multiplying the result of (II) by the number of stations affected.

Interruption of 24 Hours or Less —

Length of Service Interruption

Credit

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

3) Two or more interruptions of 30 minutes or more during any period up to but not including 3 hours, shall be considered as an interruption.

4) Interruptions Over 24 Hours and less than 72 hours:

Credit will be allowed in 1/5 day multiples for each 3 hour period of interruption or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

5) Interruption Over 72 hours:

Credit will be allowed in 2 day multiples for each full 24 hour period of interruption or fraction thereof. No more than 30 day's credit will be allowed for any period of 1 month.

INTRASTATE INTEREXCHANGE SERVICES

No.15 - Continuity of Service (Cont'd)

C. Limitation on Allowances

No credit allowance will be made for:

- 1) Interruptions due to the negligence of, or noncompliance with the provisions of this tariff by the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company.
- 2) Interruption due to the failure or malfunction of non-Company equipment.
- 3) Interruptions of service during any period in which the Company is not given access to the premises for the purpose of investigating and correcting interruptions.
- 4) Interruptions of service during any period when the Customer, authorized user, or joint user has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements.
- 5) Interruption of service due to circumstances or causes beyond the control of the Company.

INTRASTATE INTEREXCHANGE SERVICES

No.16 - Service Connection and Facilities on Customers' Premises

- A. If required for the provisioning of the Company's services, the Customer must provide the Company, free of charge, with any necessary equipment space, supporting structure, conduit and electrical power.
- B. The Customer is responsible for arranging access to its Premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- C. The Customer must pay the Company for replacement or repair of damage to the Company's equipment or facilities caused by negligent or improper use on the part of the Customer, Users, or others.
- D. The Customer must indemnify the Company for the theft of any Company equipment or facilities installed at the Customer's Premises

INTRASTATE INTEREXCHANGE SERVICES

No.17 - Measurement of Service

A Where the charges for service are specified based upon distance, the following rules apply:

Distance between two points is measured as airline distance between the wire centers of the originating and terminating telephone lines. The wire center is a set of geographic coordinates, as referenced in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Except that, until the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4 is revised to include certain Company wire centers, the airline distance will be determined utilizing the applicable "V" (vertical) and "H" (horizontal) coordinates on an individual case basis.

The airline distance between any two wire centers is determined as follows:

- 1) Obtain the "V" and "H" coordinates for each wire center from the above-referenced NECA tariff.
- 2) Compute the difference between the "V" coordinates of the two wire centers; and the difference between the two "H" coordinates.
- 3) Square each difference obtained in step (2) above.
- 4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3).
- 5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- 6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.
- 7) Formula:

square root of $(1/10 \text{ times } (V1 - V2)^2 + (H1 - H2)^2)$

INTRASTATE INTEREXCHANGE SERVICES

No.18 -Limitation of Liability

- A. The provisions of this section of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of laws by the Company.
- B. In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$10,000.
- C. Except as provided in Rule 10, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, or errors, or defects in any of the services or facilities furnished by the Company shall in no event exceed the amount equal to the pro rata charges to the Customer for the period during which the services or facilities are affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect in any one service or facility affects or diminishes the value of any other service said liability shall include such diminution, but in no event shall the liability exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.
- D. The Company shall not be liable for errors in transmitting, receiving or delivering oral messages by telephone over the lines of the Company and connecting utilities.
- E. Temporary Suspension for Repairs

The Company 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, the Company will give the customers who may be affected as reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at times that will cause the least inconvenience.

When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of conversations or customer's service.

INTRASTATE INTEREXCHANGE SERVICES

No.19 - Use of Service

- A. Service may be used by the Customer for any lawful purpose for which the service is technically suited.
- B. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All rights, title and interest to such items remain, at all times, solely with the Company.
- C. Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. Service may only be resold or shared in accordance with the provisions of the specific service. Specifically, residential service may only be used, resold or shared for noncommercial purposes. The Customer remains solely responsible for all use of service ordered by it or billed to its telephone number(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.
- D. Any individual or company who uses or receives service from the Company, other than the provisions of an accepted application for service and a current Customer relationship, shall be liable for the tariffed cost of the services received and may be liable for reasonable court costs and attorney fees as determined by the CPUC or the court.
- E. The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition.
- F. Unauthorized Use
 - 1) Service shall not be used to make unlawful expression, to impersonate another person with fraudulent or malicious intent, or to call another so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten, or harass.
 - 2) Service shall not be used for any purpose in violation of law.

INTRASTATE INTEREXCHANGE SERVICES

No. 20 - Responsibility of the Customer

- A. The Customer is responsible for placing any necessary orders, complying with tariff regulations and assuring that Users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements of any governmental entity relating to services provided by the Company to the Customer or made available by the Customer to another User. The Customer also is responsible for the payment of charges for all Calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.
- B. Except where the events, incidents or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, the Customer agrees to release, indemnify and hold harmless the Company against any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss of or damage to any property, whether owned by the Customer or others. The Customer shall reimburse the Company for all costs, expenses and fees, including reasonable attorneys' fees, incurred by the Company in its defense against such actions.

INTRASTATE INTEREXCHANGE SERVICES

No. 21 - Special Construction

A. Basis for Charges

Special Construction Charges apply where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- a) nonrecurring charges;
- b) recurring charges;
- c) termination liabilities; or
- d) combinations of (a), (b), and (c).

B. To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a Customer.

The period on which the termination liability is based is the estimated service life of the facilities provided.

INTRASTATE INTEREXCHANGE SERVICES

No. 22 -Non-routine Installation and/or Maintenance

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

INTRASTATE INTEREXCHANGE SERVICES

No. 23 - Individual Case Basis (ICB) Arrangements

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer for service which vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed service than those specified for such service in the Rate Attachment. ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers. ICB arrangements will be filed pursuant to CPPUC rules in G.O. 96-A.

INTRASTATE INTEREXCHANGE SERVICES

No. 24 - Privacy

- A. The release by the Company of non-public Customer information is restricted by the decisions and regulations promulgated by the CPUC as well as the California Public Utilities Code, specifically Decision 92860, as modified, and Public Utilities Code Sections 2891, 2891.1, and 2893. For each new customer, and on an annual basis for continuing customers, Company shall provide in writing a description of how the carrier handles the customer's private information and a disclosure of any ways that such information might be used or transferred that would not be obvious to the customer. Sage is subject to the credit information and calling record privacy rules set forth in Appendix B of Decision nos. 92860 and 93361, except as modified by Decision Nos. 8306-066, 83-06-073, and 83-09-061.
- B. Furthermore, the Company may have occasion to sell or license lists of its residential Customers. In the event that the Company does provide such information to third parties, such lists will not include the telephone numbers of any Customer assigned an unlisted or unpublished number without the Customer's written permission.
- C. Notwithstanding the above, there are instances where the Company may be required to release certain non-public Customer information without first notifying the Customer and obtaining written consent. Consistent with the California Public Utilities Code, the Company will provide required Customer information to an emergency agency responding to a 911 call, or other call communicating an imminent threat to life or property, to a law enforcement agency in response to lawful process, to a collection agency for the purpose of collecting unpaid debts, to the CPUC pursuant to its jurisdiction, to other telephone companies, including local and long distance carriers, as necessary to provide telephone service within or between service areas, to the Federal Communications Commission or the CPUC in response to orders regarding the provision of services over the Company's facilities by parties other than the Company. In addition, except for Customers subscribing to non-published number, the Company will release information that is customarily provided in a subscriber directory or through directory assistance services. Finally, the Company may provide the names and addresses of Customers subscribing to Lifeline service to other certified California utilities for use in outreach programs directed towards low-income subscribers.

Appendix B of CPUC Decision 93361, as modified by subsequent decisions, sets forth the privacy rules for credit information and calling records. This Appendix is reprinted below in its entirety.

APPENDIX "B"

Release of Credit Information and Calling Records

A. *Definitions*

1. *Credit Information*

A subscriber's credit information is the information contained in the subscriber's utility account record, including but not limited to: account established date, "can-be-reached" number, name of employer, employer's address, subscriber's social security and/or driver's license number, billing name, location of previous service. Not included in subscriber credit information for purposes of these rules are: nonpublished subscriber information, or subscriber's name, address, and telephone number as listed in the telephone directory.

INTRASTATE INTEREXCHANGE SERVICES

No. 24 – Privacy (Cont'd)

2. *Calling Records*

Calling records are the records of calls made from a subscriber's telephone no matter how recorded and regardless of whether such information appears in the subscriber's monthly telephone service bill. Toll records and pen registers are examples of calling records.

C. *Notification to the Subscriber*

1. *Except as provided below, the subscriber whose credit information or calling records are requested by judicial subpoena or search warrant shall be notified by the utility by telephone the same day that the subpoena or search warrant is received (only one attempt by telephone is necessary.) Telephone notification, whether successful or not, shall be allowed by written notification within twenty-four hours after the receipt of the subpoena or warrant.*
2. *Both oral and written notification shall state that a judicial subpoena or search warrant was received for credit information or calling records for the specified dates and telephones numbers, and provide the name of the agency making the request.*

D. *Deferral of Notification*

1. *Notification to the subscriber will be deferred, and no disclosure made for a period of 90 days if there is a certification for nondisclosure in the body of a subpoena or search warrant. The certification for nondisclosure must contain a statement that there is probable cause to believe notification to the subscriber would impede the investigation of an offense pursuant to which the subpoena or warrant was issued. Upon making return to the court to a subpoena, the telephone utility shall request instruction from the court whether it should notify the subscriber of its receipt of the subpoena before divulging the information or records requested.*
2. *The 90-day period can be extended for successive 90-day periods upon a new written certification in each instance that there is probable cause to believe notification to the subscriber would impeded the investigation of an offense pursuant to which the subpoena or warrant was issued.*
3. *Successive new written certifications shall be made by the individual who procured the issuance of the subpoena or warrant or, if that person is unavailable, be another member of the authorized agency who also certifies that he or she has been assigned to handle the matter for which the credit information or calling records has been obtained.*
4. *Within five working days of the expiration of any outstanding certification, or any renewal of such certification, the deferred notification shall be given in writing to the subscriber in accordance with (C) above.*

E. *Exception to Procedure for Release or Credit and Calling Records*

1. *The procedure set forth above does not apply where the requester is a collection agency working for the utility on the subscriber's account or is an independent telephone company or Bell Company.*

F. *Retention of Records*

1. *Records of request for credit information and calling records, other than from a utility's employees, shall be retained for a period of at least one year from the date on which the subscriber is notified in writing of the request. A copy of the letter of notification which was sent to the subscriber shall also be retained for a like period of one year.*

INTRASTATE INTEREXCHANGE SERVICES

No. 25 - Legal Requirements for Refusal or Discontinuance of Service

California Public Utilities Commission's Decision No. 91188 in Case No. 4930 requires that each communications utility operating under the jurisdiction of the CPUC include the provisions of the rule set forth in Appendix B of that Decision as a part of the rules in the utility's tariff schedules. accordingly, Appendix B of Decision No. 91188, Case No. 4930, is quoted herein:

"Appendix B"

1. *"Any communications utility operating under the jurisdiction of this Commission shall refuse service to a new applicant and shall disconnect existing service to a Customer upon receipt from any authorized official of a law enforcement agency of a writing, signed by a magistrate, as defined by Penal Code sections 807 and 808, finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law. Included in the magistrate's writing shall be a finding that there is probable cause to believe not only that the subject telephone facilities have been or are to be used in the commission or immediate and summary action in the premises, significant dangers to public health, safety, or welfare will result.*
2. *Any person aggrieved by an action taken or threatened to be taken pursuant to this rule shall have the right to file a complaint with the Commission and may include therein a request of interim relief. The Commission shall schedule a public hearing on the complaint to be held within 20 calendar days of the filing of the complaint. The remedy provided by this rule shall be exclusive. No other action at law or in equity shall accrue against any communications utility because of, or as a result of, any matter or thing done or threatened to be done pursuant to the provisions of this rule.*
3. *If communications facilities have been physically disconnected by law enforcement officials at the premises where located, without central office disconnection, and if there is not presented to the utility the written finding of a magistrate, as specified in paragraph 1 of this rule, then upon written request of the subscriber, the utility shall promptly restore such service.*
4. *Any concerned law enforcement agency shall have the right to Commission notice of any hearing held by the Commission pursuant to paragraph 2 of this rule, and shall have the right to participate therein, including the right to present evidence and argument and to present and cross-examine witnesses. Such law enforcement agency shall be entitled to receive copies of all notices and orders issued in such proceeding and shall have both (1) the burden of proving that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law and that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety, or welfare will result, and (2) the burden of persuading the Commission that the service should be refused or should not be restored.*
5. *The utility, immediately upon refusal or disconnection of service in accordance with paragraph 1 of this rule, shall notify the applicant or subscriber in writing that such refusal or disconnection has been made pursuant to a request by a law enforcement agency, naming the agency, and shall include with said notice a copy of this rule together with a statement that the applicant or subscriber may request information and assistance from the Commission at its San Francisco or Los Angeles office concerning any provision of this rule.*

INTRASTATE INTEREXCHANGE SERVICES

No. 25 - Legal Requirements for Refusal or Discontinuance of Service, (Cont'd)

6. *At the expiration of 15 days after refusal or disconnection of service pursuant to paragraph 1 of this rule, the utility, upon written request of the applicant or subscriber, shall provide or restore such service unless the law enforcement agency concerned shall have notified the utility in writing of its objection to such provision or restoration of service, in which even service may be provided or restored only in a complaint proceeding pursuant to paragraph 2 of this rule. At the time of giving any such notice of objection, the law enforcement agency shall mail or deliver a copy thereof to the applicant or subscriber. Nothing in this paragraph shall be construed to preclude the granting of interim relief in a proceeding initiated pursuant to paragraph 2 of this rule.*
7. *Each contract for communications service, by operation of law, shall be deemed to contain the provisions of this rule. Such provisions shall be deemed to be a part of any application for communications service. Applicants for service shall be deemed to have consented to the provisions of this rule as a consideration for the furnishing of such service.*
8. *The term "person," as used herein, includes a subscriber to communications service, an applicant for such service, a corporation, a company, co-partnership, an association, a political subdivision, a public officer, a governmental agency, and an individual.*
9. *The term "communications utility," as used herein, includes a "telephone corporation" and a "telegraph corporation," as defined in Division 1 of the California Public Utilities Code."*

INTRASTATE INTEREXCHANGE SERVICES

1.0 INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

1.2 Charges Based on Duration of Use

(L)

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 1.2.1 Calls are measured in duration increments identified for each service. All calls which are fractions of a measurement increment are rounded up to the next whole unit
- 1.2.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 1.2.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an on-hook signal from the terminating carrier.
- 1.2.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 1.2.5 All times refer to local times.
- 1.2.6 Rates are not distance sensitive. As such, unless otherwise indicated, mileage bands are not applicable to the services offered.
- 1.2.7 Unless otherwise indicated, rates do not vary depending upon day or the time of day (Day, Evening, and Night/Weekend).
- 1.2.8 Each call is rated and billed in whole cents. Any rated call with a fraction of a cent less than \$0.004 will be rounded down to the nearest whole cent. Any rated call with a fraction of a cent \$0.005 or greater will be rounded up to the nearest whole cent.

1.3 Product Descriptions

1.3.1 Switched Outbound (1+)

Service provides Sage 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 outside the customer's local calling area. This service is available on a switched basis only.

This service is available to Local Exchange Services customers of Sage pursuant to the terms and conditions of Sage's Tariff Schedule Cal. P.U.C. No.1-T.

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Material appearing on this page was previously located on Page 37.

INTRASTATE INTEREXCHANGE SERVICES

1.0 INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES (Cont'd)

1.3 Product Descriptions (Cont'd)

1.3.2 Toll Free Service (8xx)

Toll Free Service is an inbound-only service that allows callers located anywhere in the State of Kansas to place Toll Free Calls to Customers by dialing an assigned telephone number with an 8XX area code. The Company provides Switched Toll Free Service only. Calls may be terminated either to the Customer's local exchange telephone service or dedicated access line.

1.3.3 [Reserved For Future Use]

1.3.4 Directory Assistance

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.

(T)
(T)

1.3.5 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.

INTRASTATE INTEREXCHANGE SERVICES

1.0 INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

1.4 Rates and Charges

1.4.1 Switched Outbound (1+)

- A. For all customers except Basic Local Service customers who choose Sage as their intraLATA toll and interLATA long distance provider. (T)

Standard Rate per Minute	\$0.05
Discount* Rate per Minute	\$0.04

*Discount is available on select plans as identified in Sage Local Exchange tariff.

The standard rate for the basic local service plan is \$0.15.

- B. For customers who do not choose Sage as both their intraLATA toll and interLATA long distance provider.

Rate per Minute

Basic Local Service – IntraLATA Toll	\$ 0.25 per minute where Sage is the carrier	(N)
Basic Local Service – InterLATA	\$ 0.25 per minute where Sage is the carrier	(N)
IntraLATA Toll Calls	\$ 0.15 per minute where Sage is the carrier	
InterLATA Long Distance Calls	\$ 0.05 per minute where Sage is the carrier	

- C. The duration of each call is rounded up to the nearest minute.

- D. For Basic Local Service customers who choose Sage as their intraLATA toll and interLATA long distance provider. (N)

Standard Rate per Minute	\$0.25
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A discounted per minute rate is available on Basic Local Service at the customer's request for a monthly recurring charge of \$4.99.

Discounted Rate per Minute	\$0.05	(N)
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1.4.2 Toll Free Service (8xx)

- A. The rate per minute is \$ 0.10. A \$0.50 per call surcharge will apply to all calls placed from a payphone.

- B. The duration of each call is rounded up to the nearest minute.

1.4.3 [Reserved for Future Use]

INTRASTATE INTEREXCHANGE SERVICES

2.0 INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

2.4 Rates and Charges, (Cont'd)

2.4.4 Directory Assistance

- A. InterLATA Directory Assistance calls (1 + (Area Code) 555-1212), other than calls placed to 8xx toll free DA: (T)

Per call rate: \$ 1.99

(D)
|
|
|
(D)

- B. Calls placed to 800/888 toll free DA (T)

Calls placed to 800/888 toll free DA are provided at no charge to the Customer.

2.4.5 Operator Services

- A. All usage associated with operator assisted calls will be charged the per minute rates as stated in Section 2.4.1.
- B. In addition to applicable usage charges, the following operator-assisted charges will apply:

Person-to-Person
IntraLATA

\$ 4.00 per call

Station-to-Station
IntraLATA

\$ 0.95 per call