

**KANSAS INTERLATA LONG DISTANCE TARIFF
OF**

SAGE TELECOM, INC

Issued: June 19, 2001

Effective: September 1, 2001

Issued By:
James E. Kennedy
Vice President, Business Development
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805 Central Expressway South, Suite 100
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CHECK SHEET

Pages 1 through 29, inclusive of this Tariff are effective as of the date shown. Revised sheets as named below contain all changes from the original tariff that are in effect on the date thereof.

<u>Page</u>	<u>Number of Revisions Except as Indicated</u>
1	Original
2	Tenth*
3	First*
4	Original
5	Second*
6	Original
7	Original
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9	Original
10	First
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	First
17.1	Original
18	Original
19	Original
20	Third
20.1	First*
21	First*
22	First*
23	First*
24	First*
25	Original
26	Original
27	Third*
28	Second*
28.1	Fourth*
29	Original

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Issued By:
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PRELIMINARY STATEMENT

This tariff contains all effective rates and rules together with information relating to and applicable to Sage Telecom, Inc. (referred to herein as “the Company” or “Sage”).

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TARIFF FORMAT SHEET

1. Page Numbering. 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. Page Revisions Numbers. 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 Kansas Corporation Commission. 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. Business Customers should consult with check sheet for the page currently in effect. (CT)
(CT)
3. Paragraph Numbering Sequence. There are nine 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)
 - 1.1.1.A.1.(a)(I)(i)
 - 1.1.1.A.1.(a)(I)(i)(1)
4. Check List of Effective Pages. When a tariff filing is made with the Commission, an updated Check List of Effective Pages ("Check List") accompanies the tariff filing. The Check List lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check List 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 List if these are the only changes made to it (i.e., the format, *etc.*). Customers should refer to the latest Check List 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.
 - (RT) To signify removal of text.
 - (NR) To signify a new rate

APPLICABILITY OF TARIFF

This tariff applies to interLATA telephone services within the State of Kansas.

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SECTION 1 - DEFINITIONS

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

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

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

Authorization Code - 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.

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

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

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

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

Called Station - The terminating point of a call (*i.e.*, the called number).

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

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

Carrier - The term "Carrier" means Sage Telecom.

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

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

Commission - Kansas Corporation Commission ("KCC").

SECTION 1 - DEFINITIONS

Company - The term "Company" means Sage Telecom.

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

Customer-Provided Equipment - 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, but not including, 5:00 P.M. local time at the originating city, Monday through Friday, excluding Company specific holidays.

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

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

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

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

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

FCC - Federal Communications Commission.

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

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

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

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

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

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SECTION 1 - DEFINITIONS

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

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

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

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

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

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

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

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

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

Primary Interexchange Carrier (PIC) - The interexchange carrier to which a switched access line is presubscribed.

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.

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

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

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

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

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

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

SECTION 2 - RULES AND REGULATIONS**2.1. Undertaking of Sage**

2.1.1. Sage undertakes to provide interLATA long distance telecommunications services within the State of Kansas 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. (AT)
|
(AT)

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. It may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer to allow connection of a Customer's location to the Sage network. The Customer shall be responsible for all charges due for such service arrangements.

2.1.3. Sage's Services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

2.2. Use of Service

2.2.1. Services provided under this Tariff may be used only for the transmission of communications in a manner consistent with the terms of this Tariff and regulations of the Federal Communications Commission.

2.2.2. Services provided under this Tariff shall not be used for unlawful purposes. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such services are being used in violation of the law.

2.3. Limitations

2.3.1. Service is offered subject to the availability of the necessary facilities or equipment, or both facilities and equipment, and subject to the provisions of this Tariff. The obligation of Sage to provide Service is dependent upon its ability to procure, construct, and maintain facilities that are required to meet the Customer's order for Service. Sage will make all reasonable efforts to secure the necessary facilities.

2.3.2. Sage reserve 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.

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 reserves the right to refuse service to Customers due to insufficient or invalid charging information.

2.3.5. 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.

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SECTION 2 - RULES AND REGULATIONS**2.3. Limitations (cont'd)**

2.3.6. 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.

2.4 Liabilities of Sage

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 activation of service. In no event does Sage's liability exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects occur. For the purposes of computing such amount, a month is considered to have thirty (30) days. Credit will be calculated pursuant to Section 2.9 of this Tariff.

2.4.2. When the facilities of other carriers are used in establishing connections to points not reached by Sage's facilities, Sage is not liable for any act or omission of the other carrier(s). The Customer will indemnify and save harmless Sage from any third-party claims for such damages referred to in Section 2.4.1.

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.

SECTION 2 - RULES AND REGULATIONS2.4. Liabilities of Sage (cont'd)

- 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, governmental agency, war, civil disturbance, court order, lockouts or work stoppages or other labor difficulties, third party nonperformance (including the failure of performance for reasons beyond the control of common carriers, interexchange carriers, local exchange carriers, suppliers and subcontractors), or other cause beyond its reasonable control, including failures or fluctuations in electrical equipment, 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 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 estimated 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, but not be limited to delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals, delays in actual construction work being done by our vendor(s), and any delays due to any LEC where the Company is relying solely upon such LEC to meet such estimated due date which is beyond the Company's control.

SECTION 2 - RULES AND REGULATIONS**2.4. Liabilities of Sage (cont'd)**

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

2.5 Responsibilities of the Customer

2.5.1. 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, even where those calls are originated by fraudulent means either from Customer's premises or from remote locations.

2.5.5. Sage shall be indemnified and held harmless by the Customer against claims of libel, slander, or the infringement of copyright, or for the unauthorized use of any trademark, trade name, or service mark, arising from the material transmitted over Sage's service, against claims for infringement of patents arising from, combining with, or using in connection with, service, Sage's apparatus and systems of the Customer; against all other claims arising out of any act or omission of the member in connection with Sage's service. The Customer shall be liable for:

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.

SECTION 2 - RULES AND REGULATIONS**2.5. Responsibilities of the Customer (cont'd)**

- 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.
- 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.
- 2.6.2. An Application for Service may be changed by Customer upon written notice to Sage, subject to acceptance and confirmation by Sage, provided that a charge shall apply to any change when the request is received by Sage after notification by Sage of the acceptance and confirmation. Such charge shall be the sum of the charges and costs for access facilities and other services and features and the lesser of (i) the monthly recurring rate for each service component that has been canceled as a result of the change times the appropriate minimum service period, plus the applicable installation or non-recurring charges, and (ii) the costs incurred by Sage in accommodating each change, less net salvage. The costs incurred by Sage will include the direct and indirect cost of facilities specifically provided or used, the costs of installation, including design preparation, engineering, supply expense, labor and supervision, general and administrative, and any other costs resulting from the preparation, installation and removal effort.

SECTION 2 - RULES AND REGULATIONS**2.6. Application for Service (cont'd)**

2.6.3. Where the Customer or applicant cancels an Application for Service prior to the start of installation of service, lease of network elements, or prior to the start of special construction, no charge applies. Where installation of service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by Sage shall apply, but in no case shall such charge exceed the charge for the minimum period of the service ordered, including applicable installation charges, if any. The costs incurred by Sage will include the direct and indirect costs of facilities specifically leased, provided or used; the cost of installation, including design preparation, engineering, supply expense, labor and supervision, general and administrative, and any other costs resulting from the preparation, installation and removal effort.

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, but such establishment of credit shall not relieve the end-user from complying with Sage's policy regarding the prompt payment of bills.

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 or execute a deferred payment agreement.

2.7.3. Deposits and Interest

Sage does not require deposits at this time.

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.

SECTION 2 - RULES AND REGULATIONS2.8. Payment of Charges (cont'd)

- 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.
- 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 ten (10) 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. If Sage becomes concerned at any time about the ability of a Customer to pay its bills, Sage may require that the Customer pay its bills and make such payments in cash or the equivalent of cash.
- 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, within thirty (30) days after the date of rendition, then a late payment penalty may be assessed. The penalty for late payments shall be a 2% one-time charge on the amount of the bill past due.
- 2.8.7. 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. 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 Utility Commission.
- 2.8.8. 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.
- 2.8.9. Sage may assess up to a twenty-five dollar (\$25) charge for each returned check or credit card chargeback.
- 2.8.10. If service is suspended/disconnected by Sage in accordance with the provisions of the Tariff and later restored, restoration of service will be subject to all applicable installation charges.
- 2.8.11. 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.

SECTION 2 - RULES AND REGULATIONS

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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Material appearing on this page was previously located on Page 17.

SECTION 2 - RULES AND REGULATIONS**2.11. Disconnection of Service by Customer**

2.11.1. By giving notice, Customer may disconnect service at any time following its minimum service requirement(s).

2.12. Cancellation for Cause

Sage hereby adopts the Commission's Billing Practice Standards order in Docket No. 120/408-U (May 22, 1986 order), as it relates to discontinuance of service by Sage.

2.13. Notice and Communication

2.13.1 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.

2.13.2 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.

2.13.3 All notices or other communications required to be given pursuant to this Tariff shall be made in writing to Sage at 805 Central Expressway South, Suite 100, Allen, Texas 75013-2789 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.

2.13.4 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.

SECTION 2 - RULES AND REGULATIONS**2.14. Taxes, Surcharges and Utility Fees**

Customer is responsible for the payment of all federal, state and local taxes, surcharges, utility fees, or other similar fees (*i.e.*, gross receipts tax, sales tax, municipal utilities tax, 911 surcharges or 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 will appear as separate line items on the Customer's bill and are not included in the rates contained in this Tariff. There shall be added to the Customer's bill for service, an additional charge equal to the pro rata share of any occupation, franchise, business, license, excise privilege or other similar charge or tax, now or hereafter imposed upon the gross receipts or revenue of Sage by any municipal taxing body or municipal authority whether by statute, ordinance, law or otherwise, and whether presently due or to hereafter become due. The charge applicable to each Customer will appear as a separate line item on the Customer's regular monthly bill and shall be determined on a basis equal to the tax levied by each municipal taxing body or municipal authority.

2.15. Customer Billing Inquiries

Any customer who has a question regarding his/her telephone bill may contact Sage toll free at (888) 449-4940, or at 805 Central Expressway South, Suite 100, Allen, Texas 75013-2789.

2.16. Access to Telephone Relay Service

When required by the Commission, Sage will participate in telephone relay service for handicapped or hearing impaired Customers, and will comply with all regulations and requirements relating thereto.

2.17. Kansas Universal Service Fund

The Kansas Universal Service Fund (USF) has been established by the State of Kansas to help pay for keeping local phone rates affordable for low income customers. The amount of the surcharge will be consistent with the rate set by the Commission from time to time.

SECTION 3 - DESCRIPTION OF SERVICES

3.1. Telecommunications Services

3.1.1. **General** - The Company provides intrastate interexchange services, including direct-dialed message telecommunications services and 800/888/877/866 service to residential and business customers who also subscribe to the Company's Local Exchange Telecommunications Services, as described in Kansas' Local Exchange Services Tariff. Intrastate interexchange services are only provided in conjunction with the Company's local exchange services, and no alternative arrangements will be made to provide these services to a customer that is not subscribed to the Company's local exchange service. Each service is offered via Sage's facilities, conventional network elements purchased from other local or inter-exchange carriers, or via resale of facilities of other local or inter-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 intrastate, interstate and international calling services provided by Sage and other certified common carriers;
3. access toll-free telecommunications services such as 800 NPA; and
4. access other operator and directory assistance services.

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 non-residential 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.

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 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.

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SECTION 3 - DESCRIPTION OF SERVICES

3.1. **Telecommunications Services**

3.1.2. **InterLATA Long Distance Service** - 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 LATA where the call was originated. InterLATA long distance services are available on a switched basis only.

InterLATA Long Distance Service is available to Local Exchange Service customers of Sage pursuant to the terms and conditions of Sage's Local Exchange Service Tariff on file with the Commission.

3.1.3. **Service Plans**

Sage offers a bundled service which includes local exchange, intraLATA toll, and interLATA long distance service for a fixed monthly rate. IntraLATA Toll and interLATA long distance calls are charged usage rates as specified in this tariff. The following plans are available:

3.1.3.A. **Residential**

1. [Reserved for Future Use]

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SECTION 3 - DESCRIPTION OF SERVICES

3.1. Telecommunications Services (cont'd)

3.1.3. Service Plans (cont'd)

3.1.3.A. Residential (cont'd)

2. [Reserved for Future Use]

(RT)

3. [Reserved for Future Use]

(RT)

SECTION 3 - DESCRIPTION OF SERVICES

3.1. Telecommunications Services (cont'd)

3.1.3. Service Plans (cont'd)

3.1.3.A. Residential (cont'd)

4. [Reserved for Future Use]

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3.1.3.B. Business

1. [Reserved for Future Use]

(RT)

SECTION 3 - DESCRIPTION OF SERVICES

3.1. Telecommunications Services (cont'd)

3.1.3. Service Plans (cont'd)

3.1.3.B. Business (cont'd)

2. [Reserved for Future Use]

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3. [Reserved for Future Use]

(RT)

SECTION 3 - DESCRIPTION OF SERVICES

3.1. Telecommunications Services (cont'd)

3.1.3. Service Plans (cont'd)

3.1.3.B. Business (cont'd)

4. [Reserved for Future Use]

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3.1.4. **Individual Case Basis (ICB) Arrangements** - For special situations, rates for specialized services will be determined on an Individual Case Basis and specified by agreement between Sage and the Customer.

3.1.5. **Toll Restriction Service** - 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:

3.1.8.A. Toll Restriction Service can be placed on any Sage local access line where the customer has subscribed to one of Sage Telecom's local service plans.

3.1.8.B. Any local access lines with Toll Restriction Service **ARE** eligible for any free 1+ minutes allowable under Sage's Toll/Long Distance Promotion.

3.1.8.C. For business multi-line hunt groups, each local access line in the hunting group must be equipped with Toll Restriction Service.

3.1.8.D. Toll Restriction Service will **not** be provided on PBX trunks, at such time as Sage offers PBX-type service.

SECTION 3 - DESCRIPTION OF SERVICES3.1. Telecommunications Services (cont'd)3.1.5. Toll Restriction Service (cont'd)

3.1.5.E. Toll Restriction Service is subject to availability in the central office serving the Sage customer.

3.1.5.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).

3.1.5.F. The types of outbound long distance calls that are restricted are as follows: (cont'd)

5. Any call to an emergency telephone number if it is a long distance call.

3.1.5.G. The customer indemnifies and saves harmless Sage Telecom from any and all claims, losses and damages that may be caused by Toll Restriction Service.

3.1.6. IntraLATA Toll Service

3.1.6.A. IntraLATA Toll Service is the furnishing of those service components required for telecommunications between service points wholly within or partly within LATAs of the State of Kansas, in accordance with the regulations and system of charges specified in this Tariff. The charges specified in this Tariff are in payment for IntraLATA Toll Service furnished between the calling and called service points.

3.1.6.B. Kansas LATA boundaries have been established through orders issued by the United States District Court for the District of Columbia in Civil Action 82-0192. Any changes in LATA boundaries must be approved by this Federal Court.

3.1.6.C. The Company does not undertake to transmit messages but furnishes the use of its services to its customers for telecommunications.

SECTION 3 - DESCRIPTION OF SERVICES

3.1. Telecommunications Services (cont'd)

3.1.7. **InterLATA Long Distance Service**

- 3.1.7.A. InterLATA Long Distance Service is the furnishing of those service components required for telecommunications where the originating and terminating points are in different LATAs of the State of Kansas, in accordance with the regulations and system of charges specified in this Tariff. The charges specified in this Tariff are in payment for InterLATA Long Distance Service furnished between the calling and called service points.
- 3.1.7.B. Kansas LATA boundaries have been established through orders issued by the United States District Court for the District of Columbia in Civil Action 82-0192. Any changes in LATA boundaries must be approved by this Federal Court.
- 3.1.7.C. The Company does not undertake to transmit messages but furnishes the use of its services to its customers for telecommunications.

SECTION 4 - RATES AND CHARGES

4.1. **Telecommunications Service** - The following rates and charges are applicable to Residential and Business Customers.

4.1.1. **[Reserved for Future Use]**

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4.1.2. **Individual Case Basis (ICB) Arrangements**

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

4.1.3. **Toll Restriction Service**

	<u>Monthly Rate</u>
Per local access line	\$ 15.00

4.1.4. **IntraLATA Toll Service**

4.1.4.A. For all customers who choose Sage as their intraLATA toll and interLATA long distance provider unless otherwise noted.

(AT)

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

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

A discounted per minute rate is available on the EasyCall Plan at the customer's request for a monthly recurring charge of \$4.00.

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(AT)

Discounted Rate per Minute	\$0.05
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4.1.4.B. For customers who do not choose Sage as both their intraLATA toll and interLATA long distance provider.

Rate per Minute	\$ 0.15
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4.1.4.C. The duration of each intraLATA toll call is rounded up to the nearest minute.

4.1.5. **InterLATA Long Distance Service**

4.1.5.A. For all customers who choose Sage as their interLATA long distance provider unless otherwise noted.

(AT)

(AT)

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

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

A discounted per minute rate is available on the EasyCall Plan at the customer's request for a monthly recurring charge of \$4.00.

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(AT)

Discounted Rate per Minute	\$0.05
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4.1.5.B. The duration of each interLATA long distance call is rounded up to the nearest minute.

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Issued By:

John Debus

Sr. Vice President, CFO, Treasurer

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805 Central Expressway South, Suite 100

Allen, Texas 75013-2789

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SECTION 4 - RATES AND CHARGES

4.1. Local Exchange Service (cont'd)

4.1.6. Free Sage 1+ Long Distance Minutes

Sage Local Service Plans that include free Sage 1+ long distance minutes will be governed by the following rules and regulations.

4.1.6.A. The per minute rate for all direct dialed, 1+ long distance or 1+ intraLATA toll calls is stated in Sections 4.1.4.A and 4.1.5.A and applies to 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 duration of each call is rounded to the next full minute.

4.1.6.B. Customers earn a monthly credit against their 1+ long distance and 1+ intraLATA toll charges based on the table in Section 4.1.6.C. If the total dollar amount of usage is less than the maximum credit allowed, then the customer earns a credit equal only to their actual usage. The credit is offered on a per line basis and is rolled up, along with usage, to the account level for purposes of calculating the monthly allowable credit. There is no carry forward of unused credits.

The credit does not apply to calling card calls, operator assisted calls, and calls made to Directory Assistance.

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SECTION 4 - RATES AND CHARGES

4.2 **Inbound Only Toll Free Service (8xx)**

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

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

4.3 **Directory Assistance**

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

Per call rate: \$1.99

SECTION 5 - PROMOTIONS AND DISCOUNTS

- 5.0. **General** - From time to time, the Company may engage in promotional offerings or trials designed to attract new Customers, to stimulate usage, to test potential new services, and/or to increase existing Customer awareness of the Company's services. In connection with those promotional offerings or trials, the Company may offer special rate incentives and waive in full or in part Installation Charges and service and equipment charges. These offerings may be limited to certain services, dates, times of day and/or locations determined by the Company.

The Company shall notify the Kansas Corporation Commission by letter specifying the service(s) offered, terms and conditions of the promotion, location and dates of each promotional period, which notice shall be provided in accordance with applicable Commission rules.