Sage Telecom, Inc.

Florida Price List No. 1 Original Page No. 1

#### TITLE PAGE

#### Florida Price List No. 1

OF

#### Sage Telecom, Inc.

This Price List contains the descriptions, regulations, service standards and rates applicable to the furnishing of service and facilities for telecommunications services provided by Sage Telecom, Inc. with the principal office located at 805 Central Expressway South, Suite 100, Allen, Texas 75013-2789. This Price List applies to services provided within the State of Florida. This Price List is on file with the Florida Public Service Commission and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued: July 26, 2007

Issued By: Robert W. McCausland Vice President and Secretary Sage Telecom, Inc. 805 Central Expressway South Allen, Texas 75013-2789 Effective: OCT 1 7 2007

# CHECK SHEET

The sheets of this Price List, as listed below, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original Price List and are currently in effect as of the date at the bottom of this page.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION	
1	Original	*	22	Original	*	55	Original	*
2	Original	*	23	Original	*	56	Original	*
3	Original	*	24	Original	*	57	Original	*
4	Original	*	25	Original	*	58	Original	*
5	Original	*	26	Original	*	59	Original	*
6	Original	*	27	Original	*	60	Original	*
1	Original	*	28	Original	*	61	Original	*
2	Original	*	29	Original	*	62	Original	*
3	Original	*	30	Original	*	63	Original	*
4	Original	*	31	Original	*	64	Original	*
5	Original	*	32	Original	*	65	Original	*
6	Original	*	33	Original	*	66	Original	*
1	Original	*	34	Original	*	67	Original	*
2	Original	*	35	Original	*	68	Original	*
3	Original	*	36	Original	*	69	Original	*
4	Original	*	37	Original	*	70	Original	*
5	Original	*	38	Original	*	71	Original	*
6	Original	*	39	Original	*	72	Original	*
7	Original	*	40	Original	*	73	Original	*
8	Original	*	41	Original	*	74	Original	*
9	Original	*	42	Original	*	75	Original	*
10	Original	*	43	Original	*	76	Original	*
11	Original	*	44	Original	*	77	Original	*
12	Original	*	45	Original	*	78	Original	*
13	Original	*	46	Original	*	79	Original	*
14	Original	*	47	Original	*	80	Original	*
15	Original	*	48	Original	*	81	Original	*
16	Original	*	49	Original	*	82	Original	*
17	Original	*	50	Original	*	83	Original	*
18	Original	*	51	Original	*	84	Original	*
19	Original	*	52	Original	*	85	Original	*
20	Original	*	53	Original	*			
21	Original	*	54	Original	*			

\* Included with this filing.

Issued: July 26, 2007

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

TX940 - Price List No. 1 FPSC Scan Verified 8/6/2014 Effective:

OCT 1 7 2007

# TABLE OF CONTENTS

		Page No.
TITLE F	PAGE	.1
CHECK	SHEET	.2
TABLE	OF CONTENTS	.3
SYMBC	DLS SHEET	.5
APPLIC	ABILITY OF PRICE LIST	.7
SECTIC	N 1 - DEFINITIONS	.8
SECTIO	N 2 - RULES AND REGULATIONS	.12
2.1	Undertaking of the Company	.12
2.2	Use of Service	.13
2.3	Limitations	.14
2.4	Liabilities of the Company	.17
2.5	Responsibilities of the Customer	.21
2.6	Application for Services	
2.7	Assignment or Transfer	.24
2.8	Notice and Communication	.25
2.9	Payment of Charges	.26
2.10	Credit Requirement	.28
2.11	Deposits and Interest	.28
2.12	Advance Payments	.29
2.13	Taxes, Surcharges and Utility Fees	.30
2.14	Discontinuance or Interruption of Service by the Carrier	.31
2.15	Cancellation for Cause	.33
2.16	Restoration of Service	.35
2.17	Disconnection of Service by Customer	.35
2.18	Obligations of the Customer	.36
2.19	Allowances for Interruptions in Service	
SECTIO	N 3 - DESCRIPTION OF SERVICES	.43
3.1	Telecommunications Services	.43

Issued: July 26, 2007

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

OCT 1 7 2007

# TABLE OF CONTENTS, (CONT'D)

#### Page No.

SECTIO	ON 4 - RATES AND CHARGES	74
4.1	General	74
4.2	Local Exchange Service	74
4.3	Operator Assisted Service Rates	
4.4	Telephone Directory Service Rates (Per Month)	78
4.5	Custom Calling Features Rates (Monthly rates unless otherwise noted)	79
4.6	Multi-Line Hunting Service Rate	80
4.7	Maintenance Visit Charge	80
4.8	Individual Case Basis (ICB)	81
4.9	Toll Restriction Service	81
4.10	Dual Service	81
4.11	Public Switched Network Recovery Charge	81
4.12	High Usage Charge	81
4.13	Toll Free Service (8xx)	82
5.1 5.2	ON 5 – Miscellaneous Services and Rates Telecommunications Relay Service Discounts for Hearing Impaired Customers	83
5.3	Emergency Call Exemptions	
5.4 SECTI	Emergency Services (911)	85
		0.
6.1	Special Promotions	
6.2	Discounts	
6.3 6.4	Tell-A-Friend Promotion	
0.4	ren-A-rnend Promotion	04
SECTI	ON 7 – Special Arrangements	85
7.1	Individual Care Basis (ICB) Arrangements	85

Issued: July 26, 2007

Effective: OCT 1 7 2007

Sage Telecom, Inc.

# SYMBOLS

The following are the only symbols used for the purposes indicated below:

D	Delete or discontinue
I	Change resulting in an increase to a customer's bill
Μ	Moved from or to another price list location
Ν	New

- **R** Change resulting in a reduction to a customer's bill
- T Change in text or regulation but no change in rate or charge

Issued: July 26, 2007

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

OCT 1 7 2007

# PRICE LIST FORMAT

- A. Page Numbering Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Price List. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Pages14 and 15 would be 14.1.
- B. Page Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the FPSC. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc. that the FPSC follows in their Price List approval process, the most current page number on file with the Commission is not always the Price List page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
  - 2. 2.1. 2.1.1. 2.1.1.A. 2.1.1.A.1. 2.1.1.A.1.(a). 2.1.1.A.1.(a).I. 2.1.1.A.1.(a).I.(i). 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets When a Price List filing is made with the FPSC, an updated check sheet accompanies the Price List filing. The check sheet lists the pages contained in the Price List, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some pages). The Price List user should refer to the latest check page to find out if a particular page is the most current on file with the FPSC.

Issued: July 26, 2007

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

TX940 - Price List No. 1 FPSC Scan Verified 8/6/2014 Effective: OCT 1 7 2007

# APPLICABILITY OF PRICE LIST

This Price List sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate enduser local exchange communications services by Sage Telecom, Inc., hereinafter referred to as the Company, to Customers within the state of Florida. Sage's services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

This Price List is on file with the Florida Public Service Commission. In addition, this Price List is available for review at the main office of Sage Telecom, Inc. at 805 Central Expressway South, Suite 100, Allen, Texas 75013-2789.

Issued: July 26, 2007

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

OCT 1 7 2007

# SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS

Access Line - An arrangement that connects the Company's local exchange line to a Customer-designated Switching Center or Point of Presence.

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

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

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Authorized User - A person, firm, corporation, or other entity that is authorized by the Customer to be connected to the service of the Customer. In the case of Presubscription, the person, firm, corporation, or other entity that presubscribes through the standard industry process shall be deemed an Authorized User unless the Customer specifies in writing in advance that the person, firm, corporation, or other entity is not to become an Authorized User.

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

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

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

Commission - The Florida Public Service Commission.

Common Carrier - An authorized company or entity providing telecommunications services to the public

Issued: July 26, 2007

Effective: OCT 1 7 2007

# SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, (CONT'D)

Company - Sage Telecom, Inc., the issuer of this price list.

Customer - Any person, firm, partnership, corporation or other entity that uses service under the terms and conditions of this Price List and is responsible for the payment of charges.

Customer Premises - A location designated by the Customer for the purposes of connecting to the Company's services.

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

Delinquent or Delinquency – An account for which payment has not been made in full on or before the due date of the invoice.

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

End-User Premises - A location designated by the Customer for the purposes of connecting to the Company's services.

Interruption - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Price List by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Price List, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Price List or by applicable law.

Issued: July 26, 2007

Effective: OCT 1 7 2007

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

Issued By:

# SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, (CONT'D)

LATA - Local Access and Transport Area. A geographic area for the provision and administration of communication services existing on February 8, 1996, as previously established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192; or established by a Bell operating company after February 8, 1996 and approved by the FCC; or any other geographic area designated as a LATA in the National Exchange Carrier Association (NECA) Price List F.C.C. No. 4.

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

Measured Charge - A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interexchange call.

Message Toll Service - A service that provides facilities for telecommunications between different local calling areas of the same LATA in accordance with the regulations and schedule of rates specified in this price list The rates specified in this price list are in payment for all services furnished between the calling and called stations.

MOU - Minutes of Use

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

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

Sage Telecom - Sage Telecom, Inc., issuer of this price list.

Issued: July 26, 2007

Effective: OCT

OCT 1 7 2007

TX940 - Price List No. 1 FPSC Scan Verified 8/6/2014

# SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, (CONT'D)

Service - Any means of service offered herein or any combination thereof.

Service Order Form - The written request for network services executed by the Customer and the Company. The signing of a Service Order by the Customer and acceptance by the Company begins the respective obligations of the parties in that order for services offered under this Price List in the same manner in which first usage begins the Customer's obligations in the case of a Constructive Order.

Station - Refers to telephone equipment or an exchange access line from or to which calls are placed.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

Term Agreement - An agreement between the Company and the Customer for a fixed term of months.

Terminal Equipment - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

Transmission Speed - Transmission speed or rate, in bits per second (bps), as agreed to by Company and Customer for each circuit.

Issued: July 26, 2007

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

OCT 1 7 2007

# SECTION 2 – RULES AND REGULATIONS

- 2.1 Undertaking of the Company
  - 2.1.1 Sage undertakes to provide local exchange services within the State of Florida on the terms and conditions and at the rates and charges specified herein.
  - 2.1.2 Sage installs, operates, and maintains the communication Services provided hereunder in accordance with the terms and conditions set forth under this Price List. 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 arrangement.
  - 2.1.3 Sage's services are available for use twenty-four hours per day, seven days per week.

Issued: July 26, 2007

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

OCT 1 7 2007

#### 2.2 Use of Services

- 2.2.1 Services provided under this Price List may be used only for the transmission of communications in a manner consistent with the terms of this Price List and regulations of the Federal Communications Commission.
- 2.2.2 Services provided under this Price List shall be refused or discontinued to a Customer without notice in the event of a national or local emergency in which the Company has reason to believe that its services may be used for causing terrorist acts or harm to citizens.
- 2.2.3 Services provided under this Price List shall not be used for unlawful purposes. Services 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.
- 2.2.4 The Carrier's services may be canceled for nonpayment of uncontested bill charges or for other violations of this Price List.
- 2.2.5 The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards are prohibited.

Issued: July 26, 2007

Effective: OCT 1 7 2007

TX940 - Price List No. 1 FPSC Scan Verified 8/6/2014

- 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 Price List. 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 Price List.
  - 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.
  - 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.

Issued: July 26, 2007

Effective: OCT 1 7 2007

TX940 - Price List No. 1 FPSC Scan Verified 8/6/2014

- 2.3. Limitations (cont'd)
  - 2.3.7. Sage may refuse, suspend, limit, or cancel the customer's ability to receive inbound collect calls immediately and without prior notice in the event that usage of collect calling and/or third party number calls is suspected to be fraudulent or beyond the customer's ability to pay. The customer's ability to receive or complete such calls shall be reinstated shall be reinstated upon receipt of payment for all current charges.
  - 2.3.8. Sage may refuse, suspend, limit, or cancel a customer's service, without prior notice, in the event that the usage or acts of the customer are such to indicate intention to defraud the Company. This includes fraudulently placing and receiving calls and/or providing false credit information, or misrepresentation of the customer's identity for the purpose of obtaining basic local exchange service.
  - 2.3.9. Abuse or fraudulent use includes, but is not limited to situations described in Section 2.3.5, 2.3.7, or 2.3.8:
    - 2.3.9.A. the use of service or facilities of the Company for a call or calls anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment or harass another;
    - 2.3.9.B. the use of profane or obscene language;
    - 2.3.9.C. the impersonation of another with fraudulent intent;
    - 2.3.9.D. the use of the service in such a manner as to interfere with the service of others or to prevent others from making or receiving calls over their telephone service;
    - 2.3.9.E. the use of the service for any purpose other than as a means of communication;
    - 2.3.9.F. the use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information, without the payment of the applicable local message charge or message toll charge; and
    - 2.3.9.G. the obtaining, or attempting to obtain, or assisting another to obtain or attempt to obtain, local or message toll telephone service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or part, of the regular charge for such service.
    - 2.3.9.H. when the customer is known to have planned or participated in terrorism or in acts that may cause harm to citizens.
    - 2.3.9.I. when the Company has reason to believe that its services may be used for causing terrorist acts or harm to citizens.

Effective:

OCT 1 7 2007

2.3.10. The Company may refuse to provide Service at an address where Service has been discontinued for non-payment of bills for any Service subject to this Price List if it is determined that the nonpayment customer or real users of the Service still reside at the address.

Issued: July 26, 2007

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

- 2.3. Limitations (cont'd)
  - 2.3.11. The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
  - 2.3.12. No Company services specified herein shall be provided until after the Company has completed, to its satisfaction, testing of such services and of Company systems, processes, and procedures.
- 2.4 Liabilities of the Company
  - 2.4.1 Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services, functions, and products the Company furnishes are subject to the terms, conditions, and limitations specified in this price list and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services, functions, and products furnished under this price list. These limitations shall not limit any right the Company may have to be indemnified, defended, or held harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney's fees), and consequential damages of such third persons.
  - 2.4.2 The liability of the Company for damages arising directly or indirectly out of the furnishing of these services, functions, or products, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, functions, or products or arising out of the failure to furnish the service, function, or product, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption. The extension of such allowances for interruption shall be the sole remedy of the Customer or Authorized User and the sole liability of the Company. The Company will not be liable for any indirect, special, consequential, exemplary or punitive damages a Customer may suffer, including lost business, revenues, profits, or other economic loss, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents, whether or not foreseeable, and regardless of notification by any party of the possibility of such damages.

Issued: July 26, 2007

Effective: OCT 1 7 2007

TX940 - Price List No. 1 FPSC Scan Verified 8/6/2014

- 2.4 Liability of the Company, Cont'd.
  - 2.4.3 The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of- way or materials, or strikes, lock-outs, work stoppages, or other labor difficulties.
  - 2.4.4 The Company shall not be liable for any act or omission by any entity furnishing to the Company or to the Company's Customers services or equipment used for or with the services the Company offers.
  - 2.4.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided services or equipment.
  - 2.4.6 The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company, nor shall the Company be liable for the performance of said vendor or vendor's equipment.

Issued: July 26, 2007

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

OCT 1 7 2007

- 2.4 Liability of the Company, Cont'd.
  - 2.4.7 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), 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 any installation so provided.
  - 2.4.8 The Company is not liable for any defacement of or damage to the premises of a Customer or end-user (or Authorized User) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof.
  - 2.4.9 The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays.
  - 2.4.10 The Company shall not be liable for any damages whatsoever to persons or property resulting from the installation, maintenance, repair or removal of equipment and associated wiring.
  - 2.4.11 The Company shall not be liable for any damages whatsoever associated with service, facilities, products, or equipment which the Company does not furnish or for any act or omission of the Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with service.

Issued: July 26, 2007

Effective: OCT 1 7 2007

TX940 - Price List No. 1 FPSC Scan Verified 8/6/2014

- 2.4 Liability of the Company, Cont'd.
  - 2.4.12 The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".
  - 2.4.13 The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties or merchantability and fitness for a particular use, except those expressly set forth herein.
  - 2.4.14 The Customer and any Authorized Users, jointly and severally, shall indemnify and hold the Company harmless from claims, loss, damage, expense (including attorney's fees and court costs), or liability for patent or trademark infringement or other infringement of intellectual property rights arising from (1) combining (or using in connection) Company-provided services and equipment with any facilities, services, functions, or products provided by the Customer or Authorized User or (2) use of services, functions, or products the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control; and from all other claims, loss, damage, expense (including attorneys fees and court costs), or liability arising out of any commission or omission by the Customer or Authorized User in connection with the service, function, or product. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer or Authorized User shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such infringement, damages, or other claims.

Issued: July 26, 2007

Effective: **OCT 1 7 2007** 

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

- 2.4 Liability of the Company, Cont'd.
  - 2.4.15 The Customer releases, indemnifies and holds harmless the Company from any and all loss, claims, demands, suits or other action or any liability whether suffered, made instituted or asserted by the Customer or by any other person, caused or claimed to have been caused directly or indirectly by the publication of a nonpublished telephone number or the disclosure or nondisclosure of said number to any person. If any action of the Company results in the publication of the number, the Company will, at the Customer's request, change the number without charge and refund any nonpublished number charges for the period of time during which the number was disclosed. For the purposes of this Price list, nonpublished information is defined to include the name, address and telephone number of nonpublished Customers.
  - 2.4.16 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.

Issued: July 26, 2007

Effective: OCT 1 7 2007

TX940 - Price List No. 1 FPSC Scan Verified 8/6/2014

Effective: 'OCT 1 7 2007

# SECTION 2 – RULES AND REGULATIONS, (CONT'D)

- 2.5. Responsibilities of the Customer
  - 2.5.1. The Customer must initiate a service order pursuant to Section 2.6 of this Price List.
  - 2.5.2. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, and 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 are 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 liable, slander, or the infringement of copyright, or for the unauthorized use of any trademark, trade name, or service mark, arising from the material transmitted over Sage's service, against claims for infringement of patents arising from, combining with, or using in connection with, service, Sage's apparatus and systems of the Customer; against all other claims arising out of any act or omission of the member in connection with Sage's service. The Customer shall be liable for:
    - 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.

Issued: July 26, 2007

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

- 2.5. Responsibilities of the Customer (cont'd)
  - 2.5.5. (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, Price Lists, 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.

Issued: July 26, 2007

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

OCT 1 7 2007

#### 2.6 Application for Services

- 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 the Commission's 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 or (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 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.
- 2.6.3 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.

Issued: July 26, 2007

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

OCT 1 7 2007

- 2.7 Assignment or Transfer
  - 2.7.1 All service provided under this price list is directly or indirectly controlled by the Company, and the Customer may not transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this price list and in the Term Agreement and/or other contract between the Company and the Customer shall apply to all such permitted transferees or assignees.

Issued: July 26, 2007

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

OCT 1 7 2007

### 2.8 Notice and Communication

- 2.8.1 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.
- 2.8.2 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.
- 2.8.3 All notices or other communications required to be given pursuant to this Price List 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.
- 2.8.4 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 fort herein.

Issued: July 26, 2007

Effective: **OCT 1 7** 2007

#### 2.9. Payment of Charges

- 2.9.1. 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.
- 2.9.2. 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.
- 2.9.3. Except where otherwise specified, 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 rate in effect on the first day of the Customer's billing cycle.
- 2.9.4. 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.
- 2.9.5. 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 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 the due date of the bill, is considered past due. 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.
- 2.9.6. If any portion of the payment is not received by Sage by the due date, or if any portion of the payment is received by Sage in funds that are not immediately available upon presentment, then a late payment penalty may be assessed. Charges greater than \$50.00 left unpaid after the due date are subject to a late payment charge of \$6.00. If the payment due date falls on a Saturday, Sunday, legal holiday or other day when the offices of the Company are closed, the date for acceptance of payments prior to assessment of any late payment fees shall be extended through to the next business day. The late payment penalty shall apply to all customers.

Issued: July 26, 2007

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

OCT 1 7 2007

- 2.9. Payment of Charges (cont'd)
  - 2.9.7. 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 FPSC.
  - 2.9.8. 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.
  - 2.9.9. Sage may assess up to a \$25 charge for each returned check or credit card chargeback, if the face value does not exceed \$50, \$30, if the face value exceeds \$50 but does not exceed \$300, \$40, if the face value exceeds \$300, or 5% of the face amount of the check or credit card, whichever is greater Fla. Stat. ch. 68.065 (2002).
  - 2.9.10. If service is suspended/disconnected by Sage in accordance with the provisions of the Price List and later restored, restoration of service will be subject to all applicable installation charges. In addition to the installation charges, the customer will be required to pay all charges due, including the charges for the period of denial.
  - 2.9.11. 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.
  - 2.9.12. All payments received by Sage will first be allocated to basic local exchange telephone service. For purposes of this allocation, basic local exchange telephone service shall be flat rate, single party residential and business local exchange telephone service, including primary directory listings; tone dialing service; access to operator services; access to directory assistance services; access to 911 service where provided by a local authority; dual party relay service; the ability to report service problems seven days a week; availability of an annual local directory; access to toll services, and lifeline and tel-assistance services.

Issued: July 26, 2007

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

OCT 1 7 2007

#### 2.10 Credit Requirement

- 2.10.1. Credit Requirement
  - 2.10.1.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.
  - 2.10.1.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.
- 2.10.2. 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.

#### 2.11 Deposits and Interest

- 2.11.1 In cases where Sage requires a deposit, such deposits will be calculated as follows:
- 2.11.2 The amount of the deposit shall not exceed an amount equal to two (2) months local exchange charges and/or two (2) months toll charges determined by actual or anticipated usage plus taxes, fees, and surcharges. Where local exchange charges are billed in advance, the deposit shall include only one (2) month's such charges. Sage's plan may allow customers to pay deposits in installments.
- 2.11.3 A present end-user may be required to post a deposit as a condition of continued service if undisputed charges have become delinquent, with delinquent meaning a payment not received on or before the due date as posted on the bill, in two (2) out of the last twelve (12) billing periods or if the end-user has had service disconnected during the last twelve (12) months or has presented a check to Sage that was subsequently dishonored.

Issued: July 26, 2007

Effective: OCT 1 7 2007

TX940 - Price List No. 1 FPSC Scan Verified 8/6/2014

- 2.11 Deposits and Interest (cont'd)
  - 2.11.4 Interest on cash deposits shall be paid by Sage at no less than the rate calculated pursuant to FPSC rules or, in the absence of applicable rules, the interest rate shall be established the first day of January of each year to equal the average of the weekly percent annual yields of one (1) year U. S. Treasury Securities for September, October and November of the preceding year. The interest rate shall be rounded to the nearest basis point.
  - 2.11.5 Sage shall provide payment of accrued interest for all end-users annually by negotiable instrument or by credit against current billing. The deposit shall cease to draw interest on the date it is returned or credited to the end-user's account.
  - 2.11.6 The amount of the deposit, with accrued interest, shall be applied to any unpaid charges at the time of a discontinuance of services. The balance, if any, shall be returned to the end-user within thirty (30) days after settlement of the consumer's account, either in person or by mailing it to the end-user's last known address.
  - 2.11.7 Sage will keep records to show the name, account number, and address of each depositor, the amount and date of the deposit and each transaction concerning the deposit. Sage shall issue a receipt of deposit to each applicant from whom a deposit is received and shall provide means whereby a depositor may establish claim if the receipt is lost. Such records shall be retained for two (2) years after deposit and/or interest is refunded or applied. The deposit made by the end-user with Sage at the time of application for telephone service shall not constitute an advance payment to cover service bills, but for all purposes it is to be considered as security for payment of monthly bills or other proper charges.

#### 2.12 Advance Payments

At the time an application for service is made, an applicant may be required to pay an amount equal to two month's service charges and/or the service connection and/or equipment charges plus applicable taxes, fee, and surcharges which may be applicable as well as any nonrecurring charges for any required special construction. The advance payment is credited to the Customer's account on the first bill rendered. The Company may not require advance payments for usage. An advance payment may be required in addition to a deposit.

Issued: July 26, 2007

Effective: OCT 1 7 2007

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

#### 2.13 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 Price List. These charges will appear as separate line items on the Customer's bill and are not included in the rates contained in this Price List. 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.

Issued: July 26, 2007

Effective: OCT 1 7 2007

2.14 Discontinuance or Interruption of Service by the Carrier

Without incurring any liability, the Carrier may, under the following conditions, discontinue or interrupt service that is being furnished.

- 2.14.1 With five (5) working days notice:
  - A. For nonpayment of bills for service.
  - B. For non-compliance with or violation of the Commission's regulations or the Company's rules and regulations on file with the Commission
- 2.14.2 After notice and a reasonable time to comply with any rule or remedy any deficiency:
  - A. For non-compliance with or violation of any state or municipal law, ordinance, or regulation pertinent to telephone service.
  - B. For the use of the service for any other purpose than described in the application.
  - C. For neglect or refusal to provide reasonable access to the Company for inspection and maintenance of equipment owned by the Company.

Issued: July 26, 2007

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

OCT 1 7 2007

Effective: OCT 1 7 2007

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

- 2.14 Discontinuance or Interruption of Service by the Carrier, Cont'd.
  - 2.14.3 Without notice:
    - A. In the event of Customer use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
    - B. In the event of hazardous conditions or tampering with the equipment furnished and owned by the Company
    - C. In the event of unauthorized or fraudulent use of the service.
  - 2.14.4 Discontinuance of service shall be in accordance with the Rules and Regulations of the Florida Public Service Commission.

Issued: July 26, 2007

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

#### 2.15. Cancellation for Cause

- 2.15.1. Sage, by giving prior written notice to the Customer or applicant, may cancel the application for or discontinue service without incurring any liability for any of the following reasons:
  - 2.15.1.A. For non-residential customers, nonpayment of any Price Listed charges due to Sage for service for more than 16 days beyond the mail date of the bill for such service. In the event Sage terminates service for nonpayment, the Customer may be liable for all reasonable costs of collection including reasonable court costs, expenses and fees; or
  - 2.15.1.B. For non-residential customers, nonpayment of any Price Listed charges due to Sage for service for more than 16 days beyond the mail date of the bill on any Sage account regardless of whether the application or service being canceled is related or unrelated to the account or service for which the sum is past due; or
  - 2.15.1.C. For residential customers, nonpayment of Price Listed basic local exchange telephone service as defined in Section 2.8.12 due to Sage for service more than 16 days beyond the mail date of the bill for such service. Service may be terminated for nonpayment of the basic local exchange telephone service, or any costs arising there from based on the listing of services in Section 2.8.12. If the customer subscribes to a package of bundled services that includes some amount of toll minutes, and the customer does not pay the bill in full, Sage reserves the right to remove the toll services from the packaged bundle and institute toll blocking. If the customer then does not pay for toll services incurred after toll blocking is instituted, full service may be disconnected. In addition, if a customer incurs fees associated with operator service, service may be terminated for nonpayment. In the event Sage terminates service for nonpayment, the Customer may be liable for all reasonable costs of collection including reasonable court costs, expenses and fees; or
  - 2.15.1.D. For residential customers, nonpayment of Price Listed basic local exchange telephone service due to Sage for service for more than 16 days beyond the mail date of the bill on any Sage account regardless of whether the application or service being canceled is related or unrelated to the account or service for which the sum is past due; or

Issued: July 26, 2007

Effective: OCT 1 7 2007

TX940 - Price List No. 1 FPSC Scan Verified 8/6/2014

#### 2.15. Cancellation for Cause

- 2.15.1. (cont'd)
  - 2.15.1.E. A violation of or a failure to comply with, any regulation of this Price List. The discontinuance of service(s) by Sage pursuant to this section does not relieve the Customer of any obligation to pay Sage for changes due and owing for service(s) furnished up to the time of discontinuance; or
  - 2.15.1.F. Sage confirms that both a phone number and mailing address are no longer valid for the Customer; or
  - 2.15.1.G. Sage is prohibited from furnishing service by order of a court or other government authority having jurisdiction; or
  - 2.15.1.H. Avoidance of toll blocking by incurring long distance charges after toll blocking was implemented due to non-payment of long distance charges; or
  - 2.15.1.I. Failure to make deferred payment arrangements by the suspend/disconnect date.
- 2.15.2. Sage, without giving prior written notice, may discontinue service without incurring any liability for:
  - 2.15.2.A. Tampering with Sage Telecom's equipment; or
  - 2.15.2.B. Evidence of theft of Sage Telecom service; or
  - 2.15.2.C. Other acts to defraud Sage Telecom.
- 2.15.3. If service is terminated by Sage for any cause set forth above and the Customer has subscribed to service under a term plan, the Customer will be charged the termination liability associated with the term plan.
- 2.15.4. Service may also be discontinued if the Customer fails to post the deposit required by the Price List.
- 2.15.5. If service is disconnected for nonpayment, the Customer may restore service by full payment in cash or cash-like funds. There is a charge for restoration of service after disconnection; if, however, the equipment necessary for service has been removed, a complete activation fee will apply.

Issued: July 26, 2007

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

OCT 1 7 2007

#### 2.16. 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.

- 2.17. Disconnection of Service by Customer
  - 2.17.1. By giving advance written notice, Customer may disconnect service at any time following its minimum service requirement(s).
  - 2.17.2. Sage will have up to 30 days to complete disconnect. Customer will be responsible for all new charges for that 30-day period or until disconnect is effected, whichever is sooner, and shall remain responsible for all unpaid charges incurred irrespective of when such charges were incurred. This 30-day period will begin upon receipt of the written notification from the Customer. However, in the event that Customer continues to utilize Sage's services beyond the date upon which the services are to be disconnected, the Customer will be liable for the additional charges incurred.
  - 2.17.3. For nonusage sensitive charges, Customer will be liable for the entire monthly recurring charge during the month Customer's service terminates.
  - 2.17.4. If the Customer disconnects service prior to the end of a term plan, the termination liabilities associated with the term plan will apply.
  - 2.17.5. If a customer purchases Sage's bundled offering and subsequently disconnects Sage's local service and purchases local service from a different carrier, the customer can contact Sage to obtain the proper PIC code for the third-party provider of long-distance services.

Issued: July 26, 2007

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

OCT 1 7 2007

OCT 1 7 2007

Effective:

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

2.18 Obligations of the Customer

The Customer shall be responsible for:

- 2.18.1 The payment of all applicable charges as set forth in this price list.
- 2.18.2 Damage or loss of the Company's services or equipment caused by the acts or omissions of the Customer or Authorized User, or the noncompliance by the Customer or Authorized User with these regulations, or by fire or theft or other casualty on the premises of the Customer or Authorized User, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- 2.18.3 Providing as specified from time to time by the Company any needed personnel, equipment, space and power to operate Company services and equipment installed on the premises of the Customer or Authorized User and the level of power, heating and air conditioning necessary to maintain the proper environment on such premises;
- 2.18.4 Obtaining, maintaining, and otherwise having full responsibility for rights-of-way and conduit necessary for installation of equipment to provide service to the Customer or Authorized User from the cable building entrance or the property line of the land on which the structure in which the Customer's Premise or End-User's Premise is located to the applicable Premise. Any and all costs associated with the obtaining and maintaining of the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided service or equipment, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

Issued: July 26, 2007

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

- 2.18 Obligations of the Customer, Cont'd.
  - 2.18.5 Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's services and equipment. The Customer may be required to install and maintain Company services and equipment within a hazardous area if, in the Company's opinion, injury to Company employees or property might result from installation or maintenance by the Company.
  - 2.18.6 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company services and equipment in any Customer or End-User Premise or the rights-of-way for which the Customer or Authorized User is responsible, and obtaining permission for Company agents or employees to enter the Customer or End-User Premise at any reasonable hour for the purpose of installing, inspecting, repairing, or, upon termination of service as stated herein, removing the services and equipment of the Company;
  - 2.18.7 Making Company services and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes;
  - 2.18.8 Keeping the Company's services and equipment located on the Customer's or End-User's Premise or rights-of way obtained by the Customer free and clear of any liens or encumbrances relating to the Customer's use of the Company's services or to the locations of such services and equipment.
  - 2.18.9 Customer-provided equipment on the Customer or End-User Premises, the operating personnel there, and the electric power consumed by such equipment, shall be provided by and maintained at the expense of the Customer or Authorized User. Conformance of Customer-provided equipment with part 68 of the FCC Rules is the responsibility of the Customer.

Issued: July 26, 2007

Effective: OCT 1 7 2007

TX940 - Price List No. 1 FPSC Scan Verified 8/6/2014

2.18 Obligations of the Customer, Cont'd.

,

2.18.10 The Customer or Authorized User is responsible for ensuring that Customer-provided equipment connected to Company services and equipment is compatible with such services and equipment. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons.

Issued: July 26, 2007

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

OCT 1 7 2007

### 2.19 Allowances for Interruptions in Service

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this price list by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.20.1 for the part of the service that the interruption affects.

### 2.19.1 General

- A. A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this rate sheet.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative.
- C. If the Customer reports a service, facility, or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility, or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility, or circuit considered by the Company to be impaired.
- D. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

Issued: July 26, 2007

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

OCT 1 7 2007

- 2.19 Allowances for Interruptions in Service, Cont'd.
  - 2.19.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- A. Due to the negligence of or noncompliance with the provisions of this rate sheet by any person or entity other than the Company, including but not limited to the Customer;
- B. Due to the failure of power, equipment, systems, connections, or services not provided by the Company;
- C. Due to circumstances or causes beyond the reasonable control of the Company;
- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.19.3), or utilize another service provider;
- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty (30) days of the date that service was affected.

Issued: July 26, 2007

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

OCT 1 7 2007

- 2.19 Allowances for Interruptions in Service, Cont'd.
  - 2.19.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

- 2.19.4 Application of Credits for Interruptions in Service
  - A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. 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.
  - B. For calculating credit allowances, every month is considered to have thirty (30) days.
  - C. A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one-24-hour period shall be combined into one cumulative interruption.

Issued: July 26, 2007

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

OCT 1 7 2007

- 2.19 Allowances for Interruptions in Service, Cont'd.
  - 2.19.4 Application of Credits for Interruptions in Service, Cont'd.
    - D. Interruptions of 24 Hours or Less

Length of Interruption	Amount of Service To Be Credited
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 but not including	
24 hours	One Day

E. Interruptions Over 24 Hours and Less Than 72 Hours

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

F. Interruptions Over 72 Hours

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one-month period.

Effective:

OCT 1 7 2007

2.19.5 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

Issued: July 26, 2007

# **SECTION 3 – DESCRIPTION OF SERVICES**

#### 3.1. Telecommunications Services

- 3.1.1. General Telecommunications Services consist of the services offered pursuant to this Price List, either individually or in combination. 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 exchange carriers, or via resale of facilities of other local exchange carriers for the transmission of one-way or two-way communications, unless otherwise noted. A connection to Sage's switching network enables the Customer to:
  - 1. receive calls from other stations on the public switched telephone network;
  - 2. access Sage's Local and intraLATA calling services as set forth in this Price List;
  - 3. access intrastate, interstate and international calling services provided by Sage and other certified common carriers;
  - 4. access toll-free telecommunications services such as 800 NPA;
  - 5. access 9-1-1 service for emergency calling; and
  - 6. access other operator and directory assistance services.

Issued: July 26, 2007

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

OCT 1 7 2007

#### 3.1. Telecommunications Services, (cont'd)

3.1.2. Local Exchange Service - Service provides Residential and Business Customers with the ability to originate calls from a Sage-provided access line to all other stations on the public switched telephone network bearing the designation of any central office exchanges included in the Customer's local calling area. Calls to destinations outside the local calling area but within the same state and LATA will be charged the intraLATA toll rates. IntraLATA services are available on a switched basis only.

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

Conversions

New Installations

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

Customers with active local telephone service on BellSouth's access lines ("local loops"). Subscribers of BellSouth's Prepaid Local Telephone Service (PLTS) or Prepaid Home Service (PHS) do not qualify under this definition.

Issued: July 26, 2007

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

OCT 1 7 2007

- 3.1. Telecommunications Services, (cont'd)
  - 3.1.2. Local Exchange Service, (cont'd)

New Installations

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

- 1. Additional new lines for Sage Telecom customers who have service or are in the process of converting existing service at that location to Sage Telecom.
- 2. Physical move of lines and service for existing Sage Telecom customers to a new location.
- 3. An existing business customer that is opening up a new and separate location under the same business name, provided that the customer is in good standing. A customer is in good standing if they have been a customer of Sage for at least ninety (90) days AND have paid their last three (3) consecutive bills on time. Orders must be approved in advance by either the Vice President, Business Development or the Chief Financial Officer.
- 4. Installation of lines at locations that have never had local telephone service, with the exception of physical moves noted under item 2 above.
- 5. New installations where the customer is not converting existing local telephone service.

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

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

Effective:

OCT 1 7 2007

Issued: July 26, 2007

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

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

Issued: July 26, 2007

Effective: OCT 1 7 2007

- 3.1. Telecommunications Services, (cont'd)
  - 3.1.2. Local Exchange Service, (cont'd)
    - 3.1.2.B. Residential Services Residential Services provide the Customer with the general telecommunications services listed in Section 3.1.1 of this Price List and is not available to those locations governed by Section 3.1.2.A.
      - Residential Services cannot be used to originate calls to other telephone companies' caller-paid information services (e.g., N.A. 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by Sage, unless otherwise requested by the customer to be unblocked.
      - Residential service offerings that include unlimited usage are limited to use for 2. 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 Price List 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 Price List and to the Company's Statement of Terms and Conditions of Service that are applicable to interLATA and international long distance. Such actions may include the transition to a higher tier within the customer's existing service plan and the application of an High Usage Charge as specified in Section 4.1.14, following.

The High Usage Charge is applicable to all residential service plans whenever usage thresholds established in Section 4.1.14, following, are exceeded, including plans that offer unlimited usage and plans that do not offer unlimited usage. The existence of the High Usage Charge shall be communicated to the Customer in advance of its initial application, and shall thereafter apply automatically whenever the threshold is exceeded. Upon request, usage information will be provided pursuant to Section 4.1.14, following.

Effective:

OCT 1 7 2007

Issued: July 26, 2007

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

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

Issued: July 26, 2007

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

OCT 1 7 2007

#### 3.1. Telecommunications Services, (cont'd)

3.1.3 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs:

Exchange	Zone	Exchange	Zone
Bronson	6	Lynn Haven	5
Brooksville	5	Maxville	10
Bunnell	4	Melbourne	7
Cantonment	6	Miami	12
Cedar Keys	3	Micanopy	5
Century	6	Middleburg	10
Chiefland	3	Milton	7
Chipley	3	Munson	7
Cocoa	8	Newberry	6
Cocoa Beach	8	New Smyrna Beach	4
Coral Springs	12	North Dade	12
Cross City	3	Oak Hill	4
Daytona Beach	6	Old Town	3
DeBary	6	Orange Park	10
Deerfield Beach	12	Orlando	12
Deland	5	Oviedo	12
DeLeon Springs	5	Pace	7
Delray Beach	9	Pahokee	3
Dunnellon	6	Palatka	4
East Orange	12	Palm Coast	4
Eau Gallie	7	Panama City	5
Fernandina Beach	4	Panama City Beach	5

1) BellSouth Telecommunications, Inc., d/b/a AT&T Florida or AT&T Southeast

Issued: July 26, 2007

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

OCT 1 7 2007

### 3.1. Telecommunications Services, (cont'd)

#### 3.1.3 Exchange Service Areas (cont'd)

Exchange	Zone	Exchange	Zone
Flagler Beach	4	Pensacola	7
Ft. Lauderdale	12	Perrine	12
Ft. Pierce	6	Pierson	4
Gainesville	4	Pomona Park	4
Geneva	12	Pompano Beach	12
Graceville	4	Ponte Vedra Beach	10
Green Cove Springs	10	Port St. Lucie	7
Gulf Breeze	7	St. Johns	
Havana	7	Sanford	12
Hawthorne	5	Sebastian	6
Hobe Sound	7	Stuart	6
Holley Navarre	7	Sunny Hills	5
Hollywood	12	Titusville	6
Homestead	12	Trenton	5
Jacksonville	11	Vernon	3
Jacksonville Beach	10	Vero Beach	5
Jay	7	Weekiwachee Springs	5
Jensen Beach	6	Welaka	4
Jupiter	10	West Palm Beach	10
Keys	5	Yankeetown	4
Keystone Heighs	6	Youngstown-Fountain	5
Lake City	4	Yulee	9

#### 3.1.3.A. Local Calling Scopes

The Company hereby mirrors the local calling scopes as described in Section 4 of BellSouth's Exchange Access Service Price List. Any future modifications to these local calling scopes will be automatically mirrored by the Company on a going forward basis. If not mirrored, new detailed local calling scopes on an individual exchange basis will be filed with the commission for approval.

Effective:

OCT 1 7 2007

Issued: July 26, 2007

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

- 3.1. Telecommunications Services, (cont'd)
  - 3.1.4. Local Service Plans
    - 3.1.4.A. Residential Service

All Residential Service plans are subject to the application of an High Usage Charge pursuant to Section 4.1.14. following, and to other charges pursuant to this Price List.

1. Sage Simply Savings Preferred

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

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

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

- 300 Sage 1+ long distance minutes each month. Applies to direct dialed, 1+ long distance or 1+ intraLATA toll calls made to points within the continental U.S., Alaska, Hawaii, Puerto Rico, and U.S. Virgin Islands.

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

Effective:

OCT 1 7 2007

Issued: July 26, 2007

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

- 3.1. Telecommunications Services, (cont'd)
  - 3.1.4. Local Service Plans
    - 3.1.4.A. Residential Service (cont'd)
      - 2. Sage Simply Savings Essentials

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

- Basic Local Exchange Service, including local calling
- Caller ID Service Free
- Call Waiting Service Free
- A choice of 1 of the following Custom Calling Features Free: Wait & See Three-way Calling Call Forwarding
- 90 Sage 1+ long distance minutes each month. Applies to direct dialed, 1+ long distance or 1+ intraLATA toll calls made to points within the continental U.S., Alaska, Hawaii, Puerto Rico, and U.S. Virgin Islands

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

#### 3.1.4.B. Business

1. Business Choice Plan

The Business Choice Plan includes the following bundle of services:

- Basic Local Exchange Service, including local calling
- 100 Free Sage 1+ long distance minutes each month. See Section 3.1.4.C for rules and regulations.
- Eligibility: Business customers in the originating BellSouth exchanges listed in Section 3.1.3.A.

Customers must choose Sage as their intraLATA toll and interLATA long distance carrier to receive the free minutes of Sage 1+ long distance minutes each month.

Effective:

OCT 1 7 2007

Issued: July 26, 2007

- 3.1. Telecommunications Services, (cont'd)
  - 3.1.4. Local Service Plans
    - 3.1.4.C. Free Sage 1+ Long Distance

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

- 1. The per minute rate for all direct dialed, 1+ long distance or 1+ intraLATA toll calls is \$0.10 per minute unless otherwise noted, 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.
- 2. Customers earn a monthly credit against their 1+ long distance and 1+ intraLATA toll charges based on the table in Section 3.1.4.C.3. 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.

3. Maximum Allowable Credit

# of Free Minutes	Maximum Credit
90	\$ 4.50
100	\$ 5.00
300 Preferred	\$12.00

Issued: July 26, 2007

Effective: OCT 1 7 2007

- 3.1. Telecommunications Services, (cont'd)
  - 3.1.5. Non-Recurring Service Charges Service charges may apply to all residential and business customers who subscribe to any of Sage's local service plans or request a move and/or change of certain types of telecommunications services.
    - 3.1.5.A. The Installation Charge is a per order, nonrecurring charge that applies as follows:
      - 1. Installation or conversion of local exchange service to a customer's premises for the first time.
      - 2. Installation of additional local exchange access lines to a customer's premises.
      - 3. A change in location of customer's equipment or service from one premise to another.
      - 4. A temporary suspension of service at the customer's request or to change the telephone number to which suspended service calls are referred.
      - 5. A request to change from one type of hunting arrangement to another, or rearrange central office hunting lines.
      - 6. A restoration of service due to suspension from nonpayment of bill for telecommunications services.

Issued: July 26, 2007

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

TX940 - Price List No. 1 FPSC Scan Verified 8/6/2014 Effective: OCT 1 7 2007

- 3.1. Telecommunications Services, (cont'd)
  - 3.1.5. Non-Recurring Service Charges (cont'd)
    - 3.1.5.B. An Order Processing Fee applies as follows, on a per order basis:
      - 1. A telephone number change made at the customer's request.
      - 2. A change to/from the company's Regional Service.
      - 3. The addition or deletion of any Custom Calling Feature listed in Section 3.1.8; Caller ID Service listed in Section 3.1.9; Multi-Line Hunting Service listed in Section 3.1.10; Toll Restriction Service listed in Section 3.1.14; or Accounting Codes listed in Section 3.1.15.
      - 4. A change of bill cycle dates made at the customer's request.
      - 5. The splitting of single accounts into multiple bills at the customer's request.
      - 6. Changes to customer service plan that have not been solicited by Sage Telecom.
      - 7. A name change, at the customer's request, to the account name, Caller ID, or the directory listing.
    - 3.1.5.C. Copy of Call Records Fee applies when a customer requests a copy of these records for their own person use. Call Records are available to law enforcement agencies at any time free of charge.
    - 3.1.5.D. A Referral Message Fee applies to active Sage customers who request a referral message as a result of a telephone number change.
    - 3.1.5.E. A Reconnect Fee will be applied on a per line basis for service that is restored due to suspension from nonpayment of bill for telecommunications services
    - 3.1.5.F. A Duplicate Invoice Charge will be applied on a per invoice basis to a Customer who requests a copy of a bill that has already been issued to such Customer, unless the Customer informs the Company, within 15 days of the issuance of the bill, that the original bill was not received. If a Customer or the Customer's representative, thereafter, requests additional copies of bills, a charge will apply for each requested bill.

Issued: July 26, 2007

Effective: OCT 1 7 2007

- 3.1. Telecommunications Services, (cont'd)
  - 3.1.6. Operator Assisted Services (IntraLATA) (Presubscribed Customers)
    - 3.1.6.A. Operator Handled Calling Operator Handled Calling Service is provided to Customers and Users of Sage's local exchange service. In addition to charges that would otherwise apply pursuant to other Sections of this Price List, each operator call will be assess a charge(s) as set forth within.
      - 1. Person-to-Person Calls completed with the assistance of a Sage operator to a particular person, station, department or PBX extension specified by the calling party.
      - Station-to-Station Operator assisted calls other than Person-to-Person, including intraLATA collect and third party billed calls. Collect calls to coin telephones and transfers of charges to third telephones that are coin telephones will not be accepted.
    - 3.1.6.B. Directory Assistance A service provided to Customers and Users of Sage's local exchange service that allows them to obtain directory assistance by calling the Directory Assistance operator.
      - Directory Assistance charges apply for all requests for which Sage's facilities are used. A maximum of two requested telephone numbers is permitted per Directory Assistance call. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers.
      - 2. Non-published telephone numbers are not available from Directory Assistance Service.
      - 3. No credit will be given for requested numbers that are non-published, or for requested telephone numbers that are not found in the directory.
      - 4. Customers who qualify for an exemption from Directory Assistance charges through the FPSC for the Blind will not be charged for this service after Sage is in receipt of paperwork from the FPSC verifying their status. Credits will not be issued for Directory Assistance calls made prior to receipt of paperwork by Sage Telecom.
      - 5. A credit will be given for calls to Directory Assistance when the Customer experiences poor transmission or is cut-off during the call;
      - 6. To receive a credit, the Customer must notify the Sage operator or Business Office of the problem experienced.

Effective: OCT 1 7 2007

Issued: July 26, 2007

- 3.1. Telecommunications Services, (cont'd)
  - 3.1.6. Operator Assisted Services (intraLATA)
    - 3.1.6.C. Directory Assistance Call Completion Provides customers the option of having their local or intraLATA calls automatically completed when they request a telephone listing from the Directory Assistance operator. The call may be completed automatically or by the Directory Assistance operator. The three types of Directory Assistance Call Completion (DACC) offered are as follows:
      - 1. Semi-Automated The customer receives the requested directory number and then requests the operator to provide call completion to the requested number.
      - 2. Fully-Automated The customer receives the requested directory number from an automated voice system. The customer accepts DACC by depressing "1" from a touch-tone telephone when prompted by the DACC announcement.
      - 3. Person-to-Person The customer receives the requested directory number and then requests the operator to complete the call to a specified person.
    - 3.1.6.D. Busy Line Verification and Line Interrupt Service Upon request of a calling party, the Company will verify a busy condition on a called line.
      - 1. The operator will determine if the line is clear or in use and report to the calling party.
      - 2. The operator will interrupt the call on the called line only if the calling party indicates an emergency.
      - 3. A charge will apply when:
        - (a) The operator verifies that the line is busy.
        - (b) The operator verifies that the line is available for incoming calls.
        - (c) The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption

Effective:

OCT 1 7 2007

Issued: July 26, 2007

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

- 3.1. Telecommunications Services, (cont'd)
  - 3.1.6. Assisted Services (intraLATA) (cont'd)
    - 3.1.6.D. Busy Line Verification and Line Interrupt Service (cont'd)
      - 1. No charge will apply:
        - (a) When the calling party advises that the call is to or from an official public emergency agency.
        - (b) Under conditions other than those specified within, preceding.
      - 2. Busy verification and interrupt service is furnished where and to the extent that facilities permit. The Customer shall identify and save Sage harmless against all claims that may arise from either party to the interrupted call or any person.
  - 3.1.7. Telephone Directory Service Sage, through its interconnection agreement BELLSOUTH, will provide telephone directory services to its Customers. This includes listings in BELLSOUTH's White Pages directory and directory assistance database. Services indicated by an \* may be subject to set-up charges for newly created listings. The following telephone directory services are offered:
    - 3.1.7.A Primary Listing Primary directory listing in both BELLSOUTH White Pages and Directory Assistance database. The listing is the actual name of the customer to whom the service is rendered, with the following exceptions:
      - 1. For residential customers, the listing may be in the name of a member of the customer's family or household. A dual name listing may be provided for two (2) persons who share the same surname and reside at the same address (i.e., John and Jane Doe), or for a person known by two first names.
      - 2. For business customers, the listing may be in the name of the business or of a member, officer, employee, or representative of the business. The listing may also include the name of a division, branch or department.
      - 3. In the case of a business line operating at a residence, a dual name listing may be provided as described in #1 above.

Effective:

OCT 1 7 2007

Issued: July 26, 2007

- 3.1. Telecommunications Services, (cont'd)
  - 3.1.7. Telephone Directory Service (cont'd)
    - 3.1.7.B. White Pages Directory(s) This service provides for the annual delivery of the White Pages directory. One (1) directory per residential household and one (1) directory per business line will be provided at no charge. Additional directories can be purchased at the request of the customer.
    - 3.1.7.C. Non-Listed Service For customers who desire their telephone numbers to be omitted from BELLSOUTH's White Pages directory, but NOT the directory assistance database.
    - 3.1.7.D. Non-Published Service For customers who desire their telephone number to be omitted from BELLSOUTH's White Pages directory, as well as the directory assistance database.
    - 3.1.7.E. Additional Listing An additional listing tied to the same number and address as the primary listing. For residential customers, the listing may be the names of members of the customer's family or of other persons residing in the customer's household. For business customers, additional listings may be requested for such things as names of partners or members of the firm, officers of a corporation, or the names of employees of the customer.
    - 3.1.7.F. Alternate Listing Listing of an alternate telephone number to be called in case no answer is received at the primary call number or indicating an alternate telephone number to be called during certain periods or under certain circumstances in preference to the primary call number is permitted for customers to all classes of service. A phrase necessary to direct the method of calling and giving the number to call may be provided as an alternate listing.
    - 3.1.7.G. Foreign Listing Used when a customer desires a listing in a directory published in an exchange other than the exchange serving the customer.

Effective:

OCT 1 7 2007

Issued: July 26, 2007

- 3.1. Telecommunications Services, (cont'd)
  - 3.1.7. Telephone Directory Service (cont'd)
    - 3.1.7.H. <u>Telephone Answering Service Listing</u> A customer engaged in furnishing service of a secretarial nature may contract for telephone secretarial listings for the benefit of patrons under the following conditions: (A) No physical facilities shall be provided for the use of such patrons or tenants, other than public telephone service; (B) The customer subscribing for the secretarial listings is not to permit the use of his telephone service by such patrons; (C) Secretarial listings will be accepted only upon written authorization to Sage Telecom from the patron to be listed.
    - 3.1.7.I. <u>Cross Reference Listing A cross reference listing may be furnished when it is</u> necessary to refer to the directory user to another directory listing.
    - 3.1.7.J. <u>Stylist Service Listing</u> Distinctive directory listings available to residential customers.
    - 3.1.7.K. <u>Designer Listings</u> Allows a residential customer to add extra text line that provides information in addition to the standard listing information such as location, affiliations, social positions held, volunteer services, etc. It could also include statements of a descriptive nature such as interests, profession, or personal information.

Issued: July 26, 2007

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

OCT 1 7 2007

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

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

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

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

Effective:

OCT 1 7 2007

Issued: July 26, 2007

- 3.1. Telecommunications Services, (cont'd)
  - 3.1.8. Custom Calling Features, (cont'd)
    - 3.1.8.A. Service Offerings (cont'd)
      - 4. Call Return Enables the customer to redial automatically the last incoming telephone number. If that telephone number is busy, Missed Call Dialing will keep trying to call the number for a maximum of thirty (30) minutes beginning with the customer's activation of Missed Call Dialing in an attempt to establish the call. The customer will be signaled with a distinctive ring when the call can be completed. This service will not function if the calling party's telephone number has been Call Forwarded. Also, this service will not function from a line that does not have an associated telephone number, e.g., multi-line hunting groups. Missed Call Dialing is available as a monthly plan or on a per use basis. Per use functionality is automatically provisioned on all lines. The customer may request to have the per use functionality taken off its lines.
      - 5. Call Trace Enables the customer to initiate a trace of the last completed incoming call by dialing an activation code before receiving another call. If a trace is successful, Call Trace will record the incoming call detail (not the conversation). A successful trace cannot be made if the incoming call originates in a central office not equipped for Call Trace service. The customer will not be provided the results of the trace (i.e., the telephone number traced). Such call detail may be provided only to law enforcement authorities upon proper request.

For further action to be taken, the customer is required to contact Sage Telecom via the telephone number provided in the Call Trace announcement.

At its opinion or upon receipt of proper request from a law enforcement agency, Sage will set up a temporary tracing arrangement using Call Trace or manual trap and trace where Call trace is not available at no charge to the customer when in the judgment of Sage or law enforcement agency, the unwanted call(s) present a serious threat of bodily harm or destruction of property.

Effective:

OCT 1 7 2007

Issued: July 26, 2007

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

- 3.1. Telecommunications Services, (cont'd)
  - 3.1.8. Custom Calling Features, (cont'd)
    - 3.1.8.A. Service Offerings (cont'd)
      - 6. Call Waiting Alerts a customer who is using his telephone that another caller is trying to reach him. Where facilities permit, Call Waiting subscribers may deactivate Call Waiting for the duration of one call. Call Waiting is automatically reactivated for the next originating or terminating call.

Issued: July 26, 2007

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

OCT 1 7 2007

- 3.1. Telecommunications Services, (cont'd)
  - 3.1.8. Custom Calling Features, (cont'd)
    - 3.1.8.A. Service Offerings (cont'd)
      - 7. Call Waiting Deluxe When a person is already speaking on the telephone and receives another phone call, Call Waiting Deluxe service will allow for the display of the name and/or number of the new caller on the customer's CPE. This service allows the customer to decide if he wants to answer the new incoming call.

Call Waiting Deluxe is offered subject to the following limitations:

- a. Customers must also subscribe to Caller ID Name and Number.
- b. Customers are responsible for furnishing their own compatible CPE, which should include the Caller ID capability necessary to display the calling party's name and/or number.
- c. Available only where central office facilities permit.
- 8. RingMaster Service RingMaster Service permits a customer to establish up to three telephone numbers on the same access line and to distinguish calls to each number by distinctive incoming ring patterns. The billing telephone number is the "master" number and the other telephone numbers are "dependent" numbers. The standard ringing pattern is provided for the master number while distinctive ringing patterns are provided for a maximum of two dependent numbers.

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

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

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

Effective:

OCT 1 7 2007

Issued: July 26, 2007

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

- 3.1. Telecommunications Services, (cont'd)
  - 3.1.8. Custom Calling Features, (cont'd)
    - 3.1.8.A. Service Offerings (cont'd)
      - 9. Call Selector Provides the customer with a distinctive ring or distinctive Call Waiting tone (if the customer has subscribed to Call Waiting and Priority Call Ringing), when the customer is called from pre-selected telephone numbers. The customer can construct or modify a telephone number screening list. Priority Call Ringing will screen incoming calls against the customer's list and provide the distinctive ring for telephone numbers on the list.
      - 10. Remote Access to Call Forwarding Permits the customer who also subscribes to Call Forwarding with the ability to activate, deactivate or change Call Forwarding from a remote location. Remote Access to Call Forwarding can only be accessed from a Dual Tone Multi-Frequency (DTMF) telephone which has a full set of characters, including "\*" and "#". All charges incurred to access the remote number will be billed appropriately.
      - 11. Preferred Call Forwarding Provides the customer with the ability to forward incoming calls from pre-selected telephone numbers to another telephone number. The customer may construct or modify a telephone number screening list. Priority Call Forwarding will screen incoming calls against the customer's list and forward only those calls from telephone numbers on the list. The maximum amount of telephone numbers available for each customer's list may vary depending on switch type. The Priority Call Forwarding customer is responsible for the payment of charges (e.g., toll charges) for each call between the Priority Call Forwarding equipped telephone line and the line to which the call is being forwarded. Calls from numbers not on the list will receive standard call completion.

Issued: July 26, 2007

Effective: OCT 1 7 2007

TX940 - Price List No. 1 FPSC Scan Verified 8/6/2014

- 3.1. Telecommunications Services, (cont'd)
  - 3.1.8. Custom Calling Features (cont'd)
    - 3.1.8.A. Service Offerings (cont'd)
      - 12. Speed Calling Enables a customer to place calls to other telephone numbers by dialing a one- or two-digit code rather than the complete telephone number. Residential customers may store up to eight (8) telephone numbers. Business customers may store up to thirty (30) telephone numbers.
      - 13. Three-Way Calling Enables a customer to add a third party to an existing call without operator assistance, thereby establishing a three-way conversation.
    - 3.1.8.B. Calling features are subject to availability of facilities and compatibility with central office equipment, access lines, and customer premises equipment.
    - 3.1.8.C. Repeat Dialing, Call Block, Call Return, Call Trace, Call Selector, Preferred Call Forwarding and Caller ID are functional when both the call originating customer and the call terminating customer are served from central offices capable of sending and receiving the Calling Party Number (CPN) and are linked by appropriate facilities.
    - 3.1.8.D. Services with call forwarding capabilities (including Call Forwarding, Call Forwarding-Busy Line, Call Forwarding-Don't Answer) cannot be used on a continual basis to expand the local calling scope beyond that available to a customer's premise.
  - 3.1.9. Caller ID Service Display of Calling Number and/or Name on customer provided equipment. Available to Customers and End Users of Sage's local exchange service on local access lines only. Service includes:
    - 3.1.9.A. Calling Number Delivery Allows the transmission of Calling Party Number (CPN) to the subscriber's access lines. When a Calling Number Delivery equipped line is on-hook, CPN is transmitted across the line during the silent interval between the first and second ring.
    - 3.1.9.B. Caller ID Deluxe- Enables the Caller ID subscriber to identify the calling party by a displayed name before the call is answered. The displayed name is the name associated with the CPN. When a Calling Name Delivery equipped line is on-hook, the Calling Party Name is transmitted across the line during the silent interval between the first and second ring.

Effective:

OCT 1 7 2007

Issued: July 26, 2007

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

- 3.1. Telecommunications Services, (cont'd)
  - 3.1.9. Caller ID Service (cont'd)
    - 3.1.9.C. Anonymous Call Rejection Allows customer to automatically reject all calls that have been marked anonymous by the calling party. When ACR is active, the called party receives no alerting (ringing) for a call that has been rejected. The call is routed to a denial announcement and subsequently terminated.
    - 3.1.9.D. Calling Name and Number Blocking Any Sage Telecom calling party may prevent the delivery of CPN and of Calling Party Name to the called party by dialing an access code (\*67 on their touch-tone pad or 1167 from a rotary telephone) immediately prior to placing a call. The access code activated per call blocking is available at no charge. If a calling party activates blocking, the CPN and Calling Party Name will not be transmitted across the line. Instead, the Caller ID subscriber will receive an anonymous indicator. This anonymous indicator notifies the Caller ID subscriber that the calling party chose to block name and number delivery.

Per-line blocking will be offered at no charge to a requesting customer if Sage Telecom receives from the customer written certification that the customer has a compelling need for per-line blocking.

Caller ID subscribers must provide and connect their own compatible customer premises equipment (CPE) to process the Calling Number and/or Calling Name transmission.

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

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

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

Effective:

OCT 1 7 2007

Issued: July 26, 2007

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

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

Effective:

OCT 1 7 2007

Issued: July 26, 2007

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

- 3.1. Telecommunications Services, (cont'd)
  - 3.1.11. Maintenance of Service The Customer shall be responsible for the payment of all related charges for each service call by a Sage employee or contractor to the customer's premises where the service difficulty or trouble results from the use of terminal equipment, communications systems or premises cable and wire on the customer's side of the demarcation point.
    - 3.1.11.A. Trouble Ticket Trip Fee Applies for each dispatch during a normally scheduled work day where a technician is on duty. A normally scheduled work day is defined as 8AM to 5PM, Monday through Friday. If more than one technician is dispatched in conjunction with the same trouble report, the charge applies to each technician. This charge also applies to dispatches during a normally scheduled work day where the technician(s) could not access the premises.
    - 3.1.11.B. Emergency Service Call Charge Applies for each dispatch outside a normally scheduled work day where an off duty technician is called in to perform the work. If more than one technician is dispatched in conjunction with the same trouble report, the charge applies to each technician.
    - 3.1.11.C. NID Move Charge Applies for each dispatch related to relocating the customer's Network Interface Device (NID). This charge is in addition to either the Standard or Emergency Repair Charge, which will be determined based on the time of the dispatch.
  - 3.1.12. 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.

Issued: July 26, 2007

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

TX940 - Price List No. 1 FPSC Scan Verified 8/6/2014 Effective: OCT 1 7 2007

#### 3.1. Telecommunications Services, (cont'd)

- 3.1.13. 9-1-1 Telecommunication Service All terms and conditions set forth in this Section are applicable to the services as defined in this Price List.
  - 3.1.13.A. Service Overview
    - 1. When requested by local government authorities, the Company will provide 9-1-1 Telecommunications Service (9-1-1 Service) for the purpose of voice reporting emergencies by the public.
    - 2. A Public Safety Answering Point (PSAP) is the answering point for a 9-1-1 call. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAP's answer first; Secondary PSAP's receive calls on a transfer basis only.
    - 3. Any person dialing 9-1-1 from a telephone that is usable for local exchange telephone network access and arranged to provide 9-1-1 Service will be automatically connected to the appropriate Public Safety Answering Point (PSAP) for that telephone.
    - 4. For the purposes of this Price List, a Responding Agency is an agency that is prepared to provide one or more specific emergency services via calls received from a PSAP.
    - 5. 9-1-1 calls originated from Sage's Local Exchange Service access facilities shall be completed to the appropriate PSAP without a charge being assessed to the calling party by Sage.
    - 6. 9-1-1 Service may be classified as one of two types: Basic Service and Enhanced Service.
      - (a) Basic 9-1-1 Service provides for routing all 9-1-1 calls originated by telephone having telephone numbers beginning with a given central office prefix code or codes to a single PSAP that is prepared to receive those calls. Basic 9-1-1 Service has certain inherent features and optional features that may or may not be available with Enhanced 9-1-1 Service.
      - (b) Enhanced 9-1-1 Service provides certain features such as selective routing of 9-1-1 calls to a specific PSAP that is selected from the various PSAP serving Business Customers within that central office area. Enhanced 9-1-1 Service has certain other inherent and optional features that may or may not be available with Basic 9-1-1 Service.

Issued: July 26, 2007

Effective: **OC** 

OCT 1 7 2007

TX940 - Price List No. 1 FPSC Scan Verified 8/6/2014

#### 3.1. Telecommunications Services, (cont'd)

- 3.1.13. 9-1-1 Telecommunication Service (cont'd)
  - 3.1.13.B. Regulations (These regulations apply to both Basic and Enhanced Service, as appropriate.)
    - 1. This offering is limited to the provision and use of the digits 9-1-1 as the Universal Emergency Telephone Number (Code).
    - 2. 9-1-1 Service is one-way service only.
    - 3. Sage shall not incur any liability, direct or indirect, to any person who dials or attempts to dial, the digits 9-1-1 or to any other person who may be affected by the dialing of the digits 9-1-1. Sage's entire liability arising out of the provision of 9-1-1 Service under this Price List shall be limited as set forth in this Section and in the Rules.

Issued: July 26, 2007

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

OCT 1 7 2007

- 3.1. Telecommunications Services, (cont'd)
  - 3.1.14. 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:

- 3.1.14.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.
- 3.1.14.B. Any local access lines with Toll Restriction Service ARE eligible for any free 1+ minutes allowable under Sage's Toll/Long Distance Promotion.
- 3.1.14.C. For business multi-line hunt groups, each local access line in the hunting group must be equipped with Toll Restriction Service.
- 3.1.14.D. Toll Restriction Service will not be provided on PBX trunks, at such time as Sage offers PBX-type service.
- 3.1.14.E. Toll Restriction Service is subject to availability in the central office serving the Sage customer.
- 3.1.14.F. The types of outbound long distance calls that are restricted are as follows:
  - 1. Any direct dialed 1+ long distance call. Examples include (1+Area Code+xxxxxxx), (1+xxx-xxxx), (five-digit carrier access code + 1+xxx-xxxx), or (five-digit carrier access code + 1+Area Code+xxx-xxxx).
  - 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+xxxxxxx).
  - 3. Any Directory Assistance call for local or long distance numbers. Examples include (1+411) and (1+555-1212).

Effective:

OCT 1 7 2007

- 4. Any call placed to a local DIAL 976 telephone number. Example (976-xxxx).
- 5. Any call to an emergency telephone number if it is a long distance call.
- 3.1.14.G. The customer indemnifies and saves harmless Sage Telecom from any and all claims, losses and damages that may be caused by Toll Restriction Service.

Issued: July 26, 2007

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

## **SECTION 3 – DESCRIPTION OF SERVICES, (CONT'D)**

#### 3.1. Telecommunications Services, (cont'd)

3.1.15. Dual Service

Dual Service, as part of an outside/physical move of telephone service, provides Sage business customers the ability to have service at both the old and the new location at the same time.

- 1. At the time a service order is placed to physically move telephone service, the customer may specify a period of time, not to exceed 30 days, that they want to receive Dual Service.
- 2. Dual Service can be provided as long as the customer's new location is served by the same Central Office, which is normally the case when the customer is able to keep their existing phone number(s).
- 3. Dual service begins on the Service Order Completion (SOC) date of the new service, and extends for the number of days specified by the customer at the time of the order.
- 4. The number of days specified by the customer at the time of the order CANNOT be changed.
- 5. When Dual Service is disconnected after the specified period of time, there may be a slight outage. The outage, if there is one, should not be significant.
- 6. The per line rate of \$45 is the same whether the service period is one day or 30 days. This is a non-recurring charge.
- 7. This service replaces coordinated moves. Coordinated (i.e. after hours) move are no longer an option.

Issued: July 26, 2007

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

OCT 1 7 2007

# SECTION 4 - RATES AND CHARGES

## 4.1 General

Service is furnished for telecommunications originating and terminating within the State of Florida under the terms and conditions of this price list. Service is offered through the use of leased facilities and on a resale basis. Service is available for use twenty-four hours per day, seven days per week.

Customers are billed based on their use of Sage Telecom's network and services. Charges may vary by service offering, class of service, class of call, and/or call duration.

The Company provides access to operator services, "911" services, and relay services for the hearing impaired, as required in Chapter 364.337(2), Fla. Statutes.

- 4.2. Local Exchange Service The following rates and charges are applicable to Residential and Business Customers.
  - 4.2.1. Non-Recurring Service Charges All rates are per service order, except as noted.

Service Charge Type	Residence	Business
Installation Charge	\$ 65.00	\$ 75.00
Copy of Call Records*: Per customer request	\$25.00	\$25.00
Order Processing Fee:		
Telephone Number Change	\$ 25.00	\$ 25.00
All Others	\$ 12.50	\$ 12.50
Referral Message Fee	\$ 10.00	\$ 10.00
Reconnect Fee	\$ 65.00	\$ 75.00
Duplicate Invoice Charge	\$ 5.00	\$ 5.00

\* This fee applies to requests from customers for a copy of call records. Copies requested by law enforcement are at no charge.

Effective:

OCT 1 7 2007

Issued: July 26, 2007

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

# 4.2. Local Exchange Service, (cont'd)

4.2.2. Monthly Local Service Plan Charges - All rates are per line.

4.2.2.A.	Residential		
	Sage Simply Savings Preferred	<u>Monthly Rate</u> \$49.99 All Zones	
	Sage Simply Savings Essentials	\$44.99 All Zones	
4.2.2.B.	Business	Monthly Rate	
	Business Choice Plan	\$55.99	

Issued: July 26, 2007

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

OCT 1 7 2007

## 4.3. Operator Assisted Service Rates (Presubscribed Customers)

#### 4.3.1. Operator Handled Calling

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

Person-to-Person Local IntraLATA	\$ 1.00 per call \$ 1.00 per call
Station-to-Station	\$ 1.00 per can
Local	\$ 3.00 per call
IntraLATA	\$ 2.00 per call

The term "Local" is meant to mean a call placed to a point within the customer's local calling area as defined by the applicable local service plan.

Issued: July 26, 2007

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

OCT 1 7 2007

#### 4.3. Operator Assisted Service Rates\_(cont'd)

4.3.2. Directory Assistance Service

\$ 2.50 per call
\$ 2.50 per call
\$ 2.99 per call
-
\$ 0.00 per call
\$ 4.95 per call
\$ 1.50 per call
\$ 4.95 per call
\$ 4.00 per call

4.3.3 Busy Line Verification and Line Interrupt Service

Busy Line Verification	\$ 2.00 per request
Line Interrupt	\$ 2.00 per request

Issued: July 26, 2007

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

OCT 1 7 2007

# 4.4. Telephone Directory Service Rates (Per Month)

Service Type	Rate
Additional Directories	\$ 18.00
Non-Listed Service	
Primary Line	\$ 7.00
Additional Line	\$ 7.00
Non-Published Service	\$ 8.35
Additional Listing	
Residential	\$ 6.50
Business	\$ 7.15
Alternate Listings	
Residential	\$ 6.50
Business	\$ 7.15
Foreign Listings	
Residential	\$ 6.50
Business	\$ 7.15
Cross-Reference Listings	\$ 7.50
Telephone Answering Service Listing	\$ 8.00
Stylist Service Listing	\$ 8.00
Designer Listing	\$ 12.00

Issued: July 26, 2007

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

OCT 1 7 2007

4.4. Telephone Directory Service Rates (Per Month), (cont'd)

\* Set-up Charges for newly created listings apply as follows:

	Rate
Residential	\$10.00
Business	\$15.00

4.5. Custom Calling Features Rates (Monthly rates unless otherwise noted)

	Residential	Business
Feature	Rate	Rate
Anonymous Call Rejection	\$ 5.00	\$ 5.00
Repeat Dialing	\$ 10.25	\$ 11.25
Repeat Dialing (per occurrence)	\$ 2.00	\$ 2.00
Call Block	\$ 10.25	\$ 11.25
Call Forwarding	\$ 10.25	\$ 11.25
Call Return	\$ 10.25	\$ 11.25
Call Return (per occurrence)	\$ 2.00	\$ 2.00
Call Trace (per occurrence)	\$ 10.25	\$ 11.25
Call Waiting	\$ 10.25	\$ 11.25
Call Waiting Deluxe	\$ 10.25	\$ 11.25
RingMaster Service	\$ 9.70	\$ 12.70
Call Selector	\$ 10.25	\$ 11.25
Remote Access to Call Forwarding	\$ 10.25	\$ 11.25
Priority Call Forwarding	\$ 10.25	\$ 11.25
Speed Calling	\$ 10.25	\$ 11.25
Three-Way Calling	\$ 10.25	\$ 11.25
Three-Way Calling (per occurrence)	\$ 2.00	\$ 2.00

Issued: July 26, 2007

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

OCT 1 7 2007

- 4.5. Custom Calling Features Rates (Monthly rates unless otherwise noted)
  - 4.5.1 Caller ID (Name Only) or Caller ID Deluxe Service

Rates below are for all Sage service plans

	Monthly Rate
Residential	\$ 13.25
Business	\$ 14.75

#### 4.6 Multi-Line Hunting Service Rate

Per local access line additive to monthly Local Exchange service plan rates:

	Monthly Rate
Residential	\$ 8.59
Business	\$ 8.59

#### 4.7 Maintenance Visit Charge

Charge Type	Monthly Rate
Trouble Ticket Trip Fee	\$75.00
Emergency Service Call Charge	\$300.00
NID Move	\$100.00 plus Standard or Emergency charge

Issued: July 26, 2007

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

OCT 1 7 2007

	SECTION 4 - RAT	ES AND CHARGES, (CONT'D)
4.8.	Individual Case Basis (ICB) Arrangements	
	No Individual Case Basis (ICB) Arrangeme	ents exist at this time.
4.9.	Toll Restriction Service	
	Per local access line	Monthly Rate \$ 20.00
4.10.	Dual Service	
	Per local access line	Monthly Rate \$ 45.00
4.11.	Public Switched Network Recovery Charge	51
	Monthly rate	\$ 1.33
4.12.	High Usage Charge	\$0.0025 per MOU
	Applicable to all residential service rate pla	ns: per MOU in excess of 6 000 MOUs during any consecutive

Applicable to all residential service rate plans; per MOU in excess of 6,000 MOUs during any consecutive 30 day period

'Applicable to all Residential and Business service plans on a per line basis.

Issued: July 26, 2007

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

OCT 1 7 2007

- 4.13. Toll Free Service (8xx)
  - 4.13.1. The rate per minute is \$ 0.10. A \$0.50 per call surcharge will apply to all calls placed from a payphone.
  - 4.13.2. The duration of each call is rounded up to the nearest minute.

Issued: July 26, 2007

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

TX940 - Price List No. 1 FPSC Scan Verified 8/6/2014 OCT 1 7 2007

Effective:

# SECTION 5 – MISCELLANEOUS SERVICES AND RATES

5.1 Telecommunications Relay Service

For intrastate toll calls received from the relay service, call charges shall be discounted by 50% from the otherwise applicable usage rate for a voice non-relay call, except that where the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit call surcharge.

5.2 Discounts for Hearing Impaired Customers

Intrastate toll message rates for a telecommunications devise for the deaf (TDD) user, which is communicated using a TDD by property certified business establishments or individuals equipped with TDDs for communications with hearing or speech impaired persons, shall be evening rates for daytime calls and night rates for evening and night calls.

5.3 Emergency Call Exemptions

The following calls are exempted from all charges: Emergency calls to recognizable authorized civil agencies including police, fire, ambulance, bomb squad and poison control. Sage Telecom will only handle these calls if the caller dials all of the digits to route and bill the call. Credit will be given for any billed charges pursuant to this exemption on a subsequent bill after verified notification by the billed Customer within thirty (30) days of billing.

5.4 Emergency Services (911)

The Company will make access to 911 emergency service available at a level equivalent to the service provided by the incumbent local exchange company. 911 services shall be maintained for the duration of any temporary disconnection for non-payment of a residential Customer's local service.

Issued: July 26, 2007

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

OCT 1 7 2007

# **SECTION 6 – PROMOTIONS**

#### 6.1 Special Promotions

The Carrier may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety days on a per Customer basis for non-optional, recurring charges) designed to attract new subscribers or to increase subscriber awareness of a particular Price List offering.

6.2 Discounts

The Company may, from time to time as reflected in the price list, offer discounts based on monthly volume (or, when appropriate, monthly revenue commitment and/or time of day may also be included in the Price List).

- 6.3. General Sage may make promotional offerings of its Price Listed services that may include reducing or waiving applicable charges of the promoted service. All offerings will be extended on a non-discriminatory basis to any customer similarly classified who requests the specific offer.
- 6.4. Tell-A-Friend Promotion This promotion provides a one-time credit to local exchange service customers of Sage for referring a local exchange service customer to Sage and who choose Sage as their long distance carrier.
  - 6.4.1. The credit is in addition to any other allowable toll/long distance promotional credits.

Referring customers can earn a credit for each customer referred, provided they meet all terms and conditions of the program.

Referred customer must remain a Sage local exchange service customer for a minimum of thirty (30) days. Credit to the referring customer will not be given if the referred customer disconnects their local exchange service prior to thirty (30) days from their service date.

The issuance of any allowable credit will occur once the referred customer has been a Sage local exchange service customer for at least thirty (30) days.

6.4.2. Maximum Allowable Credit

Customers will receive credits for referred customers who meet criteria in 5.1.1 based on the following schedule. Sage reserves the right to end this promotion at any time.

Effective:

OCT 1 7 2007

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

Issued: July 26, 2007

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

## **SECTION 7 – SPECIAL ARRANGEMENTS**

#### 7.1 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this Price List. Rates quoted in response to such competitive requests may be different than those specified for such services in this Price List. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis.

Issued: July 26, 2007

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

OCT 1 7 2007