BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

In re:	)	
	)	
Application Of Sage Telecom	)	
Communications, LLC, doing business as	)	
Sage Telecom, for a Certificate of Public	)	**APPLICATION**
Convenience and Necessity to Provide Local	)	
Exchange and Interexchange	)	
Telecommunications Services, for Alternative	)	
Regulation, for Flexible Regulation, and	)	
Jointly with Sage Telecom, Inc. for Authority	)	
to Complete a *Pro Forma* Reorganization and	)	
Assignment of Assets	)	

Sage Telecom Communications, LLC, doing business as Sage Telecom ("Sage LLC"), hereby applies for a Certificate of Public Convenience and Necessity for authority to provide facilities-based and resold local exchange and interexchange telecommunications service throughout the State of South Carolina pursuant to South Carolina Code § 58-9-280 and the rules and regulations of the Public Service Commission of South Carolina ("Commission"). Sage LLC requests that its interexchange business services, consumer card services, operator services, and private line services be subject to alternative regulation, pursuant to South Carolina Code § 58-9-585 (Supp. 2012), as was first granted by the Commission in Order Nos. 95-1734 and 96-55 issued in Docket No. 95-661-C as modified by Order No. 2001-997 in Docket No. 2000-407-C. Sage LLC also requests flexible regulation for its local exchange telecommunications services as the Commission granted in Order No. 98-165 in Docket No. 97-467-C and certain waivers of the Commission's regulations.

In addition, pursuant to S.C. Code § 58-9-310, Sage LLC jointly with Sage Telecom, Inc. ("Sage Inc.") (collectively, "Joint Applicants") seeks authority to complete a *pro forma* internal structural change, whereby all of the assets of Sage Inc., including its authority to operate in the State of South Carolina,[1] will be assigned to Sage LLC. This filing is made pursuant to South Carolina Code §§ 58-9-280, 58-9-310, and the rules and regulations of the Public Service Commission of South Carolina ("Commission"). As described more fully below, the proposed transaction will not involve any change in (a) the ultimate ownership of Joint Applicants, (b) the current management or key personnel of the company, or (c) the rates, terms, or conditions or service to be provided to customers. Therefore, the proposed transaction will not have any adverse impact on South Carolina customers. Joint Applicants respectfully request that the Commission grant the required authority needed to complete the proposed reorganization as soon as possible. In support hereof, Joint Applicants further state as follows:

I. <u>Description of the Joint Applicants and Parent Corporation</u>

A. TSC Acquisition Corp.

1. TSC Acquisition Corporation ("TSC") is a Delaware corporation headquartered in Los Angeles, California. Through its operating subsidiaries, Telscape Communications, Inc. ("Telscape") and Sage Inc., TSC provides innovative communications solutions through a comprehensive line of telecommunications, Internet, and wireless services. Founded in 1999, Telscape is authorized to provide service in Arizona, California, Florida, Illinois, Nevada, New Jersey, New York, and Texas. TSC and Telscape are operated by a highly qualified management team.

[1] Docket No. 2007-337C, Order No. 2008-4, dated January 11, 2008.

B. Sage Telecom, Inc.

2. Sage Telecom, Inc. ("Sage Inc.") is a corporation organized under the laws of the State of Texas. Sage Inc. has principal offices at 10440 N. Central Expressway, Suite 700, Dallas, Texas 75231-2228. Sage Inc. is a wholly owned subsidiary of TSC. In South Carolina, Sage Inc. is authorized to provide resold and facilities-based interexchange telecommunications services and local exchange services, by virtue of authority issued by the Commission in Docket No. 2007-337C, Order No. 2008-4, dated January 11, 2008

C. Sage Telecom Communications, LLC

3. Sage Telecom Communications, LLC ("Sage LLC") is a recently-formed limited liability company created for the special purpose of acquiring the assets of Sage Inc. Both Sage Inc. and Sage LLC are subsidiaries of TSC. Sage LLC will continue to market its services using the name "Sage Telecom." They are commonly owned and controlled by the same management team. Attached as **Exhibit 1** is a copy of Sage LLC's Certificate of Fact from the Secretary of State of Texas, stating that the Certificate of Formation of Sage LLC was filed in Texas and that the LLC is in good standing in Texas. Attached as **Exhibit 2** is a copy of Sage LLC's Certificate of Authorization to transact business in South Carolina from the S.C. Secretary of State's Office.

D. Contact Information

4. Questions or inquiries regarding this application may be directed to:

Bonnie D. Shealy, Esquire
Robinson, McFadden & Moore, P.C.
1901 Main Street, Suite 1200
Post Office Box 944
Columbia, SC 29202
Telephone: (803) 779-8900
Facsimile: (803)252-0724
Email: BShealy@Robinsonlaw.com

With copies to:

Tony S. Lee, Esquire
Fletcher, Heald & Hildreth, P.L.C.
1300 North 17th St. 11th Floor
Arlington, VA 22209
Tel: (703) 812-0442
Fax: 703) 812-0486
Email: lee@fhhlaw.com

And to:

Sherri Flatt
Sage Telecom, Inc.
Executive Director, Regulatory Affairs
10440 N. Central Expressway, Suite 700
Dallas, Texas 75231-2228
Tel: (214) 495-4847
Fax: (214) 495-4790
Email: sflatt@sagetelecom.net

5. Sage LLC's registered agent in South Carolina is

National Registered Agents, Inc.
2 Office Park Court, Suite 103
Columbia, South Carolina 29223

II. Sage LLC's Certification Application

A. Description of Authority Requested and Services

6. Sage LLC seeks authority identical to that currently held by Sage Inc. Sage LLC intends to provide the same facilities-based and resold local exchange and interexchange telecommunications services to and from all points in the State of South Carolina.[2] Therefore, Sage seeks statewide authority.

[2] Sage LLC will seek to enter into a stipulation with the South Carolina Telephone Coalition with respect to providing service in rural areas. Sage is not asking the Commission to make a finding at this time regarding whether competition is in the public interest for rural areas.

7. Attached as **Exhibit 3** is Sage LLC's proposed Local Exchange Tariff. Sage LLC's proposed Interexchange Telecommunications Services Tariff and its Access Services Tariff are attached as **Exhibits 4** and **Exhibit 5.** These tariffs contain the same rates, terms and conditions as the current approved Sage Inc. tariffs on file with the Commission.

8. Sage LLC will abide by all Commission rules and regulations governing telecommunications carriers unless application of such rules or regulations are specifically waived by the Commission.

B. Financial Ability

9. Sage LLC is a new entity, and as such does not yet have a balance sheet, income statement, or cash flow statement. TSC Acquisition Corp. ("TSC") and current provider Sage Inc., have been in existence for years, and are well qualified financially to operate and provide service. In light of the internal corporate restructuring discussed herein, no additional capital expenses are anticipated as a result of the new entity entering the South Carolina market. TSC has committed to provide the financial resources and support necessary for Sage LLC to continue to provide the services currently offered by Sage Inc. Financial information demonstrating TSC's financial qualifications is filed under seal as **Exhibit 6.** TSC is a privately held company and its financial statements are not public information. As a privately held company, TSC does not issue annual reports or submit any financial filings with the Securities and Exchange Commission. Sage LLC respectfully requests that the financial statements disclosed in connection with this Application be filed under seal, solely for the purpose of the Commission's and ORS's review. Sage LLC is simultaneously filing a motion for protective treatment of **Exhibit 6** of this Application.

C. Managerial and Technical Ability

10. Sage LLC has extensive telecommunications technical and managerial experience. A current list and biographical information for the officers and key management personnel for Sage Inc. is set forth in **Exhibit 7.** The same officers, directors and key personnel that currently manage and operate Sage Inc. will manage and operate Sage LLC after the proposed internal structural change. Since Sage LLC will be providing resold and/or facilities-based UNE service, Sage LLC will also rely on the managerial and technical expertise of its underlying carriers, which have been certificated and thus deemed technically and managerially able to provide competent telecommunications service consistent with Commission requirements.

11. Sage Inc. is authorized to provide competitive local and/or interexchange services in Arkansas, California, Colorado, Connecticut, Florida, Illinois, Indiana, Kansas, Kentucky, Michigan, Missouri, Montana, Nevada, New Mexico, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, South Dakota, Washington, Wisconsin, and Wyoming. Sage Inc.'s subsidiary, Sage Telecom of Texas, LP ("Sage-TX"), is authorized to provide local exchange, interexchange, and wireless service in Texas. Sage LLC is in the process of obtaining authority in these jurisdictions to complete the proposed reorganization.

D. Billing and Customer Service

12. Sage LLC will bill its customers directly on a monthly basis. Sage LLC's toll-free customer service numbers, as well as its e-mail address (complaint@sagetelecom.net) will be provided on each monthly bill. Sage LLC representatives will monitor calls to this number twenty-four hours a day, seven days a week. The toll-free customer service number will be printed on customer bills.

Consumer issues and customer inquiries or complaints should be directed to

Sherri Flatt
Sage Telecom, Inc.
Executive Director, Regulatory Affairs
10440 N. Central Expressway, Suite 700
Dallas, Texas 75231-2228
888-449-4940 (Residential)
877-619-3969 (Business customers)
Fax: (214) 495-4790

E. Alternative Regulatory Treatment

13. With respect to interexchange services, Sage LLC requests that its interexchange business services, consumer card services, operator services, and private line service offerings be regulated pursuant to the procedures described and set forth in Order Nos. 95-1734 and 96-55, in Docket No. 95-661-C, as modified by Order No. 2001-997, in Docket No. 2000-407-C. In particular, Sage LLC requests that the Commission remove the maximum rate required for business and private line services and presume that its tariff filings are valid upon filing, subject to the Commission's right within seven (7) days of filing to suspend the tariff and institute an investigation. Sage LLC also requests that the Commission grant the Company any other waivers or exemptions now available with respect to deregulation of the Commission's rules with respect to other regulatory or reporting requirements.

F. Flexible Regulatory Treatment

14. Sage LLC requests flexible regulation for its telecommunications services similar to the request granted by the Commission in Order No. 98-165, in Docket No. 97-467-C. In particular, Sage LLC requests that the Commission presume that its tariff is valid upon filing, subject to the Commission's authority to initiate an investigation within thirty (30) days of filing and adopt a competitive rate structure incorporating maximum rate levels with the flexibility for rate adjustment below the maximum rate levels.

G. Waivers and Regulatory Compliance

15. Sage LLC requests a waiver of the requirement of S.C. Code Reg. 103-631 to publish and distribute local exchange directories. Sage LLC plans to enter into an agreement with the directory publisher of incumbent local exchange carriers to include the names of its customers in those directories.

16. Sage LLC requests a waiver of S.C. Code Reg. 103-610. Sage requests to be allowed to keep all records required under the rules at its principal offices in the State of Texas. In the absence of such a waiver, Sage LLC would have to assume additional expenses to maintain records and reports in an office in South Carolina. Sage LLC will maintain the required records at its headquarters and will make it available to the Commission and ORS upon request.

17. Sage LLC requests that it be exempt from any record keeping rules or regulations that might require a carrier to maintain its financial records in conformance with the Uniform System of Accounts ("USOA"). The USOA was developed by the Federal Communications Commission as a means of regulating telecommunications companies subject to rate base regulation. As a competitive carrier, Sage LLC will not be subject to rate base regulation and therefore requests Commission approval of Sage LLC maintaining its books in accordance with Generally Accepted Accounting Principles ("GAAP").

18. Sage LLC requests a waiver of S.C. Code Regs. 103-612.2.3, the requirement to file operating maps with the Commission since it intends to offers its services on a statewide basis.

19. Sage LLC is aware of S.C. Code Regs. 103-607's requirement that telephone utilities providing retail residential local exchange services must provide a bond or other security mechanism unless the utility has invested at least $5,000,000 in telecommunications facilities in

the State of South Carolina. Sage Inc. is not currently providing residential local exchange services in South Carolina. As a result Sage LLC does not intend to provide residential local services at the present time. At such time as Sage LLC plans to offer residential local exchange services, Sage LLC will comply with the requirements of S.C. Code Regs. 103-607.

H. Public Interest

20. The proposed transaction will serve the public interest by enabling the company to continue offering customers a compelling alternative to legacy carriers, and a comprehensive suite of telecommunications services, while at the same time, expanding the availability of advanced telecommunications services to low-income residents through the New Markets Tax Credits ("NMTC") Program as described in detail below. Low-income residents are often ignored by competitive telecommunications service providers as they generally do not provide the same returns on investment associated with service provided to enterprise customers. TSC is committed to serving the low-income market, and participation in the NMTC Program is just one example of that commitment. The public interest is served by allowing TSC to undertake the proposed *pro forma* internal structural change to permit Sage LLC to take advantage of the NMTC tax credits, and to continue TSC's mission of providing service to historically underserved low-income subscribers.

21. The granting of Sage LLC's application is consistent with S.C. Code Ann. §58-9-280(B) and, in that regard, Sage LLC makes the following representations to the Commission:

A. Sage LLC possesses the technical, financial, and managerial resources sufficient to provide the services requested;

B. The provision of local service by Sage LLC will not adversely impact the availability of affordable local exchange service;

C. Sage LLC's local services will meet the service standards required by the Commission;

D. Sage LLC, to the extent it is required to do so by the Commission, will participate in the support of universally available telephone service at affordable rates; and,

E. The provision of local service by Sage LLC will not adversely impact the public interest.

22. Sage LLC's entry into the local market will not disadvantage any telephone service providers. Incumbent LEC's are presently serving most local exchange customers in South Carolina. Sage LLC intends to continue to provide the same quality and level of services currently provided by Sage Inc.

23. In sum, the internal structural change is expected to create substantial new service opportunities for low-income customers, which will ultimately enhance the variety of telecommunications products and services offered to South Carolina consumers. Grant of this Application will therefore serve the public interest of the State of South Carolina.

III. Corporate Reorganization and Transfer of Assets

24. In 2000, the U.S. Treasury Department created the New Markets Tax Credits ("NMTC") Program, which awards tax credits to spur new or increased investments in businesses that serve low-income communities. Sage Inc. applied for and was awarded a grant under the NMTC Program to provide telecommunications services to low-income residents. However, in order to comply with certain requirements under the NMTC Program, TSC was required to create Sage LLC as a special-purposes entity into which it will transfer all of the assets of Sage Inc. Specifically, Joint Applicants propose to undertake a *pro forma* internal structural change whereby all of Sage Inc.'s assets and customers will be transferred to Sage LLC. After the transaction, Sage LLC will become the sole Sage operating company in South Carolina.

25. Joint Applicants emphasize that the proposed transaction will be completely seamless to Sage Inc.'s existing customers, and will have no impact on South Carolina residents, as Sage is not yet serving customers in South Carolina. The proposed transaction is entirely intra-corporate in nature, will not involve any change in the ultimate ownership or control of TSC or the Sage companies, and will not affect any of the rates, terms or conditions under which Applicants' customers receive service. Immediate following the transaction, existing customers will continue to receive service under the Sage Telecom brand name, and the proposed transaction will not involve any discontinuation of service or termination of customers. As a result, customers will not notice a change in service provider on their bills. Sage requests a waiver of any applicable anti-slamming requirements to the extent necessary.[3] Moreover, because the transaction is *pro forma* in nature, Applicants operations will continue to be managed and conducted by the same technical, operational, and managerial personnel that are currently in place.

26. Corporate organization charts depicting the respective corporate structures of the parties prior to and immediately following the merger, are attached as **Exhibit 8.**

27. Since Sage LLC is acquiring all of the assets and customer base of Sage Inc., Sage Inc. requests that its certificate of public convenience and necessity be cancelled upon notification to the Commission that the transaction is complete.

IV. <u>Conclusion</u>

For the reasons stated above, Sage LLC respectfully submits that the public interest, convenience, and necessity would be furthered by a grant of this Application for the authority to provide all types of facilities-based and resold local exchange and interexchange

[3] Upon information and belief, Sage Inc. does not currently have any customers in South Carolina.

telecommunications services. Also, Sage LLC respectfully requests that the Commission grant the waivers requested in this Application, including flexible and alternative regulation. The Joint Applicants respectfully request that the Commission authorize the corporate reorganization and transfer of assets as described herein. In addition, the Joint Applicants request expedited processing of this Application so the proposed transaction may be completed as soon as possible, and that the Commission grant such other relief deemed necessary or proper.

Dated this 20th day of May, 2013.

ROBINSON, McFADDEN & MOORE, P.C.

By_____

Bonnie D. Shealy
1901 Main Street, Suite 1200
Post Office Box 944
Columbia, SC 29202
Telephone (803) 779-8900
Facsimile (803) 252-0724
bshealy@robinsonlaw.com

Attorneys for Sage Telecom, Inc. and Sage Telecom Communications, LLC

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Regulation, for Flexible Regulation, and	**)**
Jointly with Sage Telecom, Inc. for Authority	**)**
to Complete a *Pro Forma* Reorganization and	**)**
Assignment of Assets	**)**

LIST OF EXHIBITS

Exhibit 1	**Texas Secretary of State's Certificate of Fact**
Exhibit 2	**S.C. Secretary of State's Certificate of Existence**
Exhibit 3	**Local Exchange Services Tariff**
Exhibit 4	**Interexchange Telecommunications Services Tariff**
Exhibit 5	**Access Services Tariff**
Exhibit 6	**CONFIDENTIAL Financial Information Filed under Seal**
Exhibit 7	**Officers and Key Management Information**
Exhibit 8	**Corporate Structure**

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EXHIBIT 1

Texas Secretary of State's Certificate of Fact

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

John Steen
Secretary of State

Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Certificate of Formation for Sage Telecom Communications, LLC (file number 801694983), a Domestic Limited Liability Company (LLC), was filed in this office on December 05, 2012.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on February 12, 2013.

John Steen
Secretary of State

BEFORE THE
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EXHIBIT 2

S.C. Secretary of State's Certificate of Existence

The State of South Carolina

Office of Secretary of State Mark Hammond

Certificate of Authorization

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

SAGE TELECOM COMMUNICATIONS, LLC, A Limited Liability Company duly organized under the laws of the State of TEXAS, and issued a certificate of authority to transact business in South Carolina on February 15th, 2013, with a duration that is at will, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-44-809 of the South Carolina Code, and that the company has not filed a certificate of cancellation as of the date hereof.

Given under my Hand and the Great
Seal of the State of South Carolina this
15th day of February, 2013.

Mark Hammond

Mark Hammond, Secretary of State

CERTIFIED TO BE A TRUE AND CORRECT COPY AS TAKEN FROM AND COMPARED WITH THE ORIGINAL ON FILE IN THIS OFFICE

FEB 15 2013

Mark Hammond

SECRETARY OF STATE OF SOUTH CAROLINA

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

APPLICATION FOR A CERTIFICATE OF AUTHORITY BY A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACT BUSINESS IN SOUTH CAROLINA

TYPE OR PRINT CLEARLY WITH BLACK INK

The following Foreign Limited Liability Company applies for a Certificate of Authority to Transact Business in South Carolina in accordance with Section 33-44-1002 of the 1976 South Carolina Code of Laws, as amended.

1. The name of the foreign limited liability which complies with Section 33-44-1006 of the 1976 South Carolina Code as amended is *Sage Telecom Communications, LLC*

2. The name of the State or Country under whose law the company is organized is *Texas*

3. The street address of the Limited Liability Company's principal office is

10440 N Central Expressway, Suite 700
Street Address

Dallas — City
TX — State
75231-2228 — Zip Code

4. The address of the Limited Liability Company's current designated office in South Carolina is

2 Office Park Court, Suite 103
Street Address

Columbia, SC 29223
City — State — Zip Code

5. The street address of the Limited Liability Company's initial agent for service of process in South Carolina is

2 Office Park Court, Suite 103
Street Address

Columbia, SC 29223
City — State — Zip Code

and the name of the Limited Liability Company's agent for service of process at the address is

National Registered Agents, Inc. — Name
Signature

6. [ ] Check this box if the duration of the company is for a specified term, and if so, the period specified_____

130215-0218 FILED: 02/15/2013
SAGE TELECOM COMMUNICATIONS, LLC
Filing Fee: $110.00 ORIG

Mark Hammond — South Carolina Secretary of State

Sage Telecom Communications, LLC
Name of Limited Liability Company

7. [✓] Check this box if the company is manager-managed. If so, list the names and business addresses of each manager

a. *Nathan Johnson*
Name

10440 N Central Expressway, Suite 700
Business Address

Dallas — City
TX — State
75231-2228 — Zip Code

b. _____
Name

_____
Business Address

_____ City
_____ State
_____ Zip Code

8. [ ] Check this box if one or more members of the foreign limited liability company are to be liable for the company's debt and obligation under a provision similar to Section 33-44-303(c) of the 1976 South Carolina Code of Laws, as amended.

Date 2/11/13

Signature

Nathan Johnson — Name
Manager — Capacity

FILING INSTRUCTIONS

1. This application must be accompanied by an original certificate of existence not more than 30 days old (or a record of similar import) authenticated by the Secretary of State or other official having custody of the Limited Liability Company records in the state or country under which it is organized.
2. File two copies of these articles, the original and either a duplicate original or a conformed copy.
3. If management of a limited liability company is vested in managers, a manager shall execute this form. If management of a limited liability company is reserved to the members, a member shall execute this form. Specify whether a member or manager is executing this form.
4. This form must be accompanied by the filing fee of $110.00 payable to the Secretary of State.

Return to: Secretary of State
1205 Pendleton Street, Suite 525
Columbia, SC 29201

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EXHIBIT 3

Local Exchange Services Tariff

TITLE PAGE

SOUTH CAROLINA

LOCAL EXCHANGE TARIFF

OF

SAGE TELECOM COMMUNICATIONS, LLC

This tariff contains the descriptions, regulations and rates applicable to the provision of local exchange and intraLATA services, within the State of South Carolina, provided by Sage Telecom Communications, LLC ("Company" or "the Company"), with principal offices at 10440 N. Central Expressway, Suite 700, Dallas, Texas 75231-2228, for services furnished within the State of South Carolina. This tariff is on file with the Public Service Commission of South Carolina, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued By:
Nathan R. Johnson
Chairman and Co-CEO
Sage Telecom Communications, LLC
10440 N. Central Expressway, Suite 700
Dallas, Texas 75231-2228

CHECK SHEET

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

PAGE	REVISION	PAGE	REVISION	PAGE	REVISION
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25	Original	55	Original		
26	Original	56	Original		
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28	Original	58	Original		
29	Original	59	Original		
30	Original	60	Original		

Issued By:
Nathan R. Johnson
Chairman and Co-CEO
Sage Telecom Communications, LLC
10440 N. Central Expressway, Suite 700
Dallas, Texas 75231-2228

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TARIFF FORMAT SHEET

1. Page Numbering. Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. New pages may occasionally be added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 34 and 35 would be 34.1.

2. Page Revisions Numbers. Page Revision Numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page revision on file with the Public Service Commission of South Carolina ("PSC"). For example, the fourth revised Page 34 cancels the third revised Page 34. Because of deferrals, notice periods, etc., the most current page number on file with the PSC is not always the tariff page in effect. Business Customers should consult with check sheet for the page currently in effect.

3. Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.

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

4. Check List of Effective Pages. When a tariff filing is made with the PSC, an updated Check List of Effective Pages ("Check List") accompanies the tariff filing. The Check List lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check List is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the Check List if these are the only changes made to it (i.e., the format, etc.). Customers should refer to the latest Check List to find out if a particular page is the most current page on file with the PSC. Copies of all tariff filings and revisions will be sent to the ORS.

5. Symbols Used in This Tariff.

   (C) - To signify changed regulation.
   (D) - To signify discontinued rate or regulation.
   (I) - To signify increased rate.
   (M) - To signify a move in the location of text.
   (N) - To signify new rate or regulation.
   (R) - To signify reduced rate.
   (S) - To signify reissued matter.
   (T) - To signify a change in text but no change in rate or regulation.

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APPLICABILITY OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user local exchange communications services by Sage Telecom Communications, LLC, hereinafter referred to as the Company, to Customers within the state of South Carolina. Sage's services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

This tariff is on file with the Public Service Commission of South Carolina. In addition, this tariff is available for review at the main office of Sage Telecom Communications, LLC at 10440 N. Central Expressway, Suite 700, Dallas, Texas 75231-2228.

SECTION 1 – DEFINITIONS AND ABBREVIATIONS

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.

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

Application for Service - The 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 multi-digit code that enables a Customer to access Sage's network and enables Sage to identify the Customer's use for proper billing. Also called a Personal Identification Code or PIN.

Authorized User - A person, firm, 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.

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 5:00p.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 the Company are performed and where a copy of the Company's tariff is made available for public inspection. The address of the business office is 10440 N. Central Expressway, Suite 700, Dallas, Texas 75231-2228.

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

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

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

Carrier - The term "Carrier" means Sage Telecom.

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

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

Commission – The Public Service Commission of South Carolina.

Company – Used throughout this tariff to indicate Sage Telecom Communications, LLC.

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

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

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

Day - The term "day" 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.

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

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

End User - Any person, firm, partnership, corporation or other entity that uses the service of the Company under the terms and conditions of this tariff.

Exchange - A group of lines in a unit generally smaller than a LATA established by the Company or other local exchange carrier for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

Facility (or Facilities) - Any item or items of communications plant or equipment used to provide or connect to the Company's Services.

FCC - Federal Communications Commission.

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

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

ICB – Individual Case Basis. All ICB's will be made available to the ORS upon request.

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

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

Interexchange Carrier (IXC) - A long distance telecommunications services provider that furnished services between exchange areas irrespective of the type(s) of facilities or technologies used.

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

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

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

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

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

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

Nonbusiness Hours - The phrase "nonbusiness hours" means the time period after 5:00 p.m. and before 8:00 a.m., Monday through Friday, all day Saturday, Sunday, and on holidays.

NPA - Numbering Plan Area or area code.

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SECTION 1 – DEFINITIONS AND ABBREVIATIONS (CONT'D)

Other Common Carrier - Denotes a specialized or other type of common carrier authorized by the Federal Communications Commission to provide domestic or international communications service.

ORS – The South Carolina Office of Regulatory Staff.

Premises - A building, portion of a building in a multi-tenant building, or buildings on a continuous property not separated by a highway. May also denote a customer-owned enclosure or utility vault located above or below ground on private property or on Customer acquired right-of-way.

PIC - Primary Interexchange Carrier.

Regular Billing - A standard bill sent in the normal monthly Sage billing cycle. This billing consists of one bill for each account assigned to the Customer with explanatory detail showing the derivation of the charges.

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

Services - The Company's common carrier communications services provided under this Tariff.

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

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

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

Underlying Carrier - A provider of interstate telecommunications services from whom the Company acquires facilities or services that it utilizes to provide the Company's services to Customers.

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SECTION 2 - RULES AND REGULATIONS

2.1. Undertaking of Sage

2.1.1. Sage undertakes to provide local exchange and intraLATA telecommunications services within the State of South Carolina on the terms and conditions and at the rates and charges specified herein. The Company's intrastate interexchange services are only provided to customers subscribed to the Company's local exchange services.

2.1.2. Sage installs, operates and maintains the communication Services provided hereunder in accordance with the terms and conditions set forth under this Tariff. It may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer to allow connection of a Customer's location to the Sage network. The Customer shall be responsible for all charges due for such service arrangements.

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

2.2. Use of Service

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

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

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

2.3. Limitations

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

2.3.2. Sage reserve the right to limit or to allocate the use of existing facilities, or to additional facilities offered by Sage, when necessary because of lack of facilities, relevant resources, or due to causes beyond Sage's control. In addition, Sage reserves the right to discontinue Service when the Customer is using the Service in violation of law or the provisions of this Tariff. Sage may discontinue service for any other reason that conforms to South Carolina Regulations 103-625.

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. Sage will keep records of all interruptions of service. These records will include a statement of time, duration, cause of interruption and steps taken to correct interruption. These records will be forwarded to the ORS pursuant to S.C. Reg. 103-614.

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

2.3. Limitations (cont'd)

2.3.7. In cases involving abnormal and excessive use of toll service or inbound collect calls, service may be denied two days after written notice is given to the customer, unless satisfactory arrangements for payment are made. Sage may immediately suspend service where there is probable cause to believe that there is illegal or willful misuse of the telephone utility's service.

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.

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 Tariff if it is determined that the nonpayment customer or real users of the Service still reside at the address. Sage will not discontinue service for nonpayment for services by a previous occupant of the premises to be served, unless such previous occupant shall benefit from such new service or unless the new occupant benefited from such old service.

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

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 Sage

2.4.1. Sage's liability for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in the installation, provision, termination, maintenance, repair, or restoration occurring in the course of furnishing service, channels, or other facilities, and not caused by the negligence of the subscribers, commences upon activation of service. For the purposes of computing such amount, a month is considered to have thirty (30) days. Credit will be calculated pursuant to Section 2.9 of this Tariff.

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

2.4.3. In no event will Sage be responsible for consequential damages or lost profits suffered by a Customer as a result of interrupted or unsatisfactory service. Sage will not be liable for claims or damages resulting from or caused by: (i) Customer's fault, negligence or failure to perform Customer's responsibilities; (ii) claims against Customer by another party; (iii) any act or omission of any other party; or (iv) equipment or service furnished by a third party.

2.4.4. Sage does not guarantee or make any warranty with respect to any equipment provided by it or leased on the Customer's behalf where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. The Customer shall indemnify and hold Sage harmless from any and all loss, claims, demands, suits or other actions, or any liabilities whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of such equipment so used in an atmosphere which is explosive, prone to fire, dangerous, or otherwise unsuitable for such equipment..

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

2.4. Liabilities of Sage (cont'd)

2.4.5. Sage is not liable for any defacement of, or damage to, the premises of a Customer resulting from the furnishing of services or the attachment of equipment, instruments, apparatus, and associated wiring furnished by Sage on such Customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of Sage negligence. No agents or employees of other participating carriers shall be deemed to be agents or employees of Sage without written authorization. The Customer will indemnify and save harmless Sage from any claims of the owner of the Customer's premises or other third party claims for such damages, unless such damage was found to be the result of negligence by the Company.

2.4.6. Sage and Customer shall be excused from performance under this Tariff and under the application for service for any period, and to the extent that the party is prevented from performing any service pursuant hereto, in whole or in part, as a result of delays caused by the other party or an Act of God, governmental agency, war, civil disturbance, court order, lockouts or work stoppages or other labor difficulties, third party nonperformance (including the failure of performance for reasons beyond the control of common carriers, interexchange carriers, local exchange carriers, suppliers and subcontractors), or other cause beyond its reasonable control, including failures or fluctuations in electrical equipment, and such nonperformance shall not be deemed a violation of this Tariff or of the application for service or grounds for termination of service. Both parties retain all rights of recourse against any third parties for any failures which may create a force majeure condition for the other party.

2.4.7. Sage is not liable for any damages, including toll usage charges, the Customer may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of the Customer's facilities includes, but is not limited to, the placement of calls from the Customer's premises, and the placement of calls through Customer-provided equipment that are transmitted or carried on the Sage network.

2.4.8. Where there is a connection via Customer-provided terminal equipment or Customer-provided communications systems, the point of demarcation shall be defined as the Sage facility that provides interconnection. Sage shall not be held liable for Customer-provided access media or equipment. Any maintenance service or equipment arrangements shall be addressed on an individual case basis.

2.4.9. Sage will not be responsible if any changes in its service cause hardware or software not provided by Sage to become obsolete, require modification or alternation, or otherwise affect the performance of such hardware or software.

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

2.4. Liabilities of Sage (cont'd)

2.4.10. The Company shall use reasonable efforts to make services available by the estimated service date. The Company shall not be liable for any damages whatsoever resulting from delays in meeting the estimated service date due to delays resulting from normal installation procedures. Such delays shall include, but not be limited to delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals, delays in actual construction work being done by our vendor(s), and any delays due to any LEC where the Company is relying solely upon such LEC to meet such estimated due date which is beyond the Company's control.

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

2.5. Responsibilities of the Customer

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

2.5.2. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by Sage, except upon the written consent of Sage. The equipment Sage provides or installs at the Customer premises for use in connection with the service Sage offers shall not be used for any purpose other than for which it was provided.

2.5.3. The Customer shall ensure that the equipment and/or system is properly interfaced with Sage's facilities or service. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Sage will permit such equipment to be connected with its channels without the use of protective interface devices.

2.5.4. The Customer shall be responsible for securing its telephone equipment against being used to place fraudulent calls using Sage's service. The Customer shall be responsible for payment of all applicable charges for services provided by Sage and charged to the Customer's accounts, even where those calls are originated by fraudulent means either from Customer's premises or from remote locations.

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

2.5. Responsibilities of the Customer (cont'd)

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, if found to be the result of negligence due to the Customer.

2.5.5.B. Reimbursing Sage for damages to facilities or equipment caused by the negligence or willful acts of the Customer's officers, employees, agents or contractors.

2.5.5.C. Charges incurred with interconnect or local operating companies for service or service calls made to the Customer's premises or on the Customer's leased or owned telephonic equipment unless Sage specifically authorizes said visit or repairs in advance of the occurrence and Sage agrees in advance to accept the liability for said repairs or visit.

2.5.5.D. Payment for all Sage service charges incurred through usage or direct action on the part of the Customer.

2.5.6. The Customer may be required to verify in writing that it is duly authorized to order service at all locations designated by the Customer for service, and assumes financial responsibility for all locations designated by the Customer to receive Sage's services. If the verification (i.e., a letter of authorization) cannot be produced within five (5) calendar days of the request, the presubscription of the Customer's locations are considered unauthorized.

2.5.7. The Customer shall not use the Sage name, logo or trademark in any promotional materials, contracts, Tariffs, service bills, etc., without expressed written authorization from Sage. The Customer shall not use the Sage name, logo or trademark in any pre-sale activities. The Customer is prohibited from using Sage's name or trademark on any of the Customer's products or services.

2.5.8. Customer may not assign or transfer any of its rights or services ordered without the prior written consent of Sage. Sage may assign any service orders to its parent company or any affiliate. Sage will notify Customers of any such assignment.

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

2.6. Application for Service

2.6.1. Applicants wishing to obtain service must initiate a service order which may include the Customer's authorization for Sage to instruct other carriers and vendors and the appropriate LEC to provide certain services on the Customer's behalf. Sage will obtain the proper authorization from the Customer where necessary, pursuant to PSC regulations.

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

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.

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

2.7. Establishing Credit, Deposits and Advance Payments

2.7.1. Credit Requirement

2.7.1.A.. Sage may require an applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the end-user from complying with Sage's policy regarding the prompt payment of bills. For a new customer, a maximum deposit may be required up to an amount equal to an estimated two months total bill (including toll and taxes). (SC Reg. 103-621.2)

2.7.1.B. For the purposes of this rule, "applicant" is to be defined as a person who applies for service for the first time or reapplies at a new or existing location after a previous discontinuance of service; "customer" is defined as someone who is currently receiving service.

2.7.2. Reestablishment of Credit

Any applicant who previously has been an end-user of Sage and whose service has been discontinued for nonpayment of bills shall be required, before service is rendered, to pay all amounts due Sage or execute a deferred payment agreement. The Deferred Payment Plan will conform to specifications of SC Reg. 103-622.5.

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

2.7. Establishing Credit, Deposits and Advance Payments (cont'd)

2.7.3. Deposits and Interest

A. The Company may require from any customer or from any prospective customer, a deposit intended to guarantee payment of bills for regulated service, if any of the following conditions exist:

1. The customer has had two 30-day arrearages in the past 24 months, or the customer has been sent two or more late payment notices in the past 9 months; or

2. A new customer cannot furnish either an acceptable co-signer or guarantor who is a customer of the utility within the State of South Carolina to guarantee payment; or

3. The customer's gross monthly billing increases; or

4. A customer has had his service terminated by any telephone utility for non-payment or fraudulent use; or

5. The utility determines, through use of commercially acceptable methods, that the customer's credit and financial condition so warrants.

B. Simple interest on deposits at the rate not less than that as prescribed by the Commission shall be paid by the telephone Company to each customer required to make such deposit for the time it is held by the telephone utility. The interest shall be accrued annually and payment of such interest shall be made to the customer at least every two (2) years and at the time the deposit is returned.

C. Deposit shall be refunded completely with interest after two years unless the customer has had two 30-day arrearages in the past 24 months, or has had service denied or interrupted for non-payment of bills, or has been sent more than two late payment notices in the past 9 months, or has a returned check in the past 6 months.

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

2.8. Payment of Charges

2.8.1. The Customer is responsible for the payment of all charges for facilities and services furnished by Sage to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

2.8.2. For billing of monthly charges, service is considered to be established upon the day in which Sage notifies the Customer of installation and testing of the Customer's services.

2.8.3. 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 rates in effect on the first day of the Customer's billing cycle.

2.8.4. Monthly charges for all access service components, provided hereunder, are billed in advance of service and reflect the rates in effect as of the date of the invoice. A Customer's first invoice may contain charges from previous periods for service provided from the date of installation through the current invoice period.

2.8.5. Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the business office of Sage or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payment may be made by 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 fifteen (15) days after the mail date of invoice will be 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. The Company, at its option for good cause, may refuse to accept a check tendered as payment on a customer's account. (SC Reg. 103-622.4)

2.8.6. 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 left unpaid after the due date are subject to a late payment charge pursuant to S.C. Reg. 103-622.2. 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.

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

2.8. Payment of Charges (cont'd)

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

2.8.8. The Customer is responsible to pay Sage for all toll calls or other third party charges resulting from the origination of calls to points outside the local exchange and for charges or calls billed to the Customer's number.

2.8.9. Return check charges may be applied in an amount not to exceed that allowed pursuant to S.C. Code Section 34-11-70.

2.8.10. If service is suspended/disconnected by Sage in accordance with the provisions of the Tariff and later restored, restoration of service will be subject to all applicable installation charges. In addition to the installation charges, the customer will be required to pay all charges due, including the charges for the period of denial. For nonusage sensitive charges, Customer will be liable for the entire monthly recurring charge during the month Customer's service terminates.

2.8.11. When circumstances prevent customers from paying their invoices in full, Sage may make special accommodations to assist customers by setting up a regular payment plan. Payment plans are only set up at the request of the customer. Payment plans are intended to function as a short-term solution and will be reviewed and approved on an individual case basis.

2.8.12. All payments received by Sage will first be allocated to tariffed 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.

2.8.13 The Company for good cause may refuse to accept a check tendered as payment on a customer's account.

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

2.9. Interruption of Service

2.9.1. Credit allowance for the interruption of service that is not due to Sage's testing or adjusting, negligence of the Customer of to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth herein. It shall be the obligation of the Customer to notify Sage immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer or end-user shall ascertain that the trouble is not being caused by any action or omission by the Customer within his or her control, or is not in wiring or equipment, if any, furnished by the Customer and connected to Sage's facilities. Records of periods of interruption will be kept including date, time, cause, and duration of interruption. These records of individual interruption will be made available to the ORS.

2.9.2. For purposes of credit computation, every month shall be considered to have 720 hours.

2.9.3. The Customer shall be credited for an interruption at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit Formula:

$$\text{Credit} = \underline{A}/720 \times B$$

"A" - outage time in hours
"B" - total monthly charge for affected facility

2.9.4. Written notice of a dispute must be made within the statute of limitations, as provided by the State of South Carolina, otherwise, such charges shall be deemed to be correct and binding to the Customer. Sage Telecom will keep records of all such disputes and make them available to the ORS upon request.

2.9.5. Cellular and other wireless transmission and Internet-based calling is subject to interruptions including but not limited to, dropped calls, interrupted calls, unintelligible calls, one-way audio and other problems created by factors beyond Company's control. Under no circumstances will Company provide credit or payment of any kind for calls that experience problems related to cellular or other wireless transmissions or for calls that experience problems related to Internet-based communications including buy not limited to those calls that transcend wireline and Voice over Internet Protocol ("VoIP") networks.

2.9.6 A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of such service. 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

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

2.10. Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.11. Disconnection of Service by Customer

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

2.11.2. Sage will have up to 30 days to complete a disconnect. Customer will be responsible for all new charges for that 30-day period or until the 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.

2.11.3. For nonusage sensitive charges, Customer will be liable for the entire monthly recurring charge during the month Customer's service terminates.

2.11.4. If the Customer disconnects service prior to the end of a term plan, the termination liabilities associated with the term plan will apply.

2.11.5. 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.

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

2.12. Cancellation for Cause

2.12.1. Service may be terminated for non-payment of a bill, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice in which 5 days to make settlement on the account or have service disconnected. Service will be disconnected only on Monday through Thursday between 8:00am and 4:00pm, unless provisions have been made to have someone available to accept payment and reconnect service.

2.12.1.A. In cases of extreme risk involving abnormal and excess use of toll service, service may be denied after two (2) days written notice is given to the customer, unless satisfactory arrangements for payment are made.

2.12.1.B. For customer tampering with equipment furnished and owned by the utility

2.12.1.C. For violation of and/or non-compliance with the Commission's Orders or regulations governing service supplied by the utilities.

2.12.1.D. For failure of the customer to fulfill the contractual obligations for service and/or facilities subject to regulation by the Commission.

2.12.1.E. For failure of the customer to permit the Company reasonable access to its equipment.

2.12.1.F. For failure of the customer to provide the Company with a deposit as authorized by 103-621(2).

2.12.1.G. For failure to furnish permits, certificates, and/or right-of-ways, as necessary to obtain service, or in the event such permissions are withdrawn or terminated.

2.12.1.H. Where there is probable cause to believe that there is illegal or willful misuse of utility's service.

2.12.1.I. For non-payment of that portion of the bill rendered by the local company for telecommunications service billed for another telecommunications common carrier.

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

2.12. Cancellation for Cause

2.12.2. 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. Unless otherwise specified in this tariff, the termination liability shall be equal to:

(1) all unpaid nonrecurring charges reasonably expended by the Company to establish service to Customer, plus;

(2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus;

(3) all recurring charges specified in the applicable service order for the balance of the then current term.

2.12.3. 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 reconnection of service after disconnection; if, however, the equipment necessary for service has been removed, a complete installation fee will apply.

2.13. Notice and Communication

2.13.1. The Customer shall designate on the Application for Service an address to which Sage shall mail or deliver all notices and other communications, except that Sage may also designate a separate address to which Sage's bills for service shall be mailed.

2.13.2. Sage shall designate on the Application for Service an address to which the Customer shall mail or deliver all notices and other communications, except that Sage may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

2.13.3. All notices or other communications required to be given pursuant to this Tariff shall be made in writing to Sage at 140440 N. Central Expressway, Suite 700, Dallas, Texas 75231-2228 or by calling (214) 495-4700. Notices and other communications of either party, and all bills mailed by Sage, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U. S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.13.4. Sage or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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

2.14. Taxes, Surcharges and Utility Fees

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

2.14.1. Municipal Franchise Fees

Residential, non-residential and point-to-point access lines provided pursuant to this tariff are subject to a municipal franchise fee as established for the city, municipality, or other community ("municipality") in which the end user of the access lines is located. The monthly recurring municipal charge will be equal to a monthly amount developed using criteria as recommended by your local municipality with information supplied to this local certificated telecommunications provider (CTP). The fee should be assessed as a per-line-charge on the end user bill.

2.15. Customer Billing Inquiries

Any customer who has a question regarding his/her telephone bill may contact Sage toll free at (888) 449-4940, or at 10440 N. Central Expressway, Suite 700, Dallas, Texas 75231-2228.

2.16. Access to Telephone Relay Service

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

2.17 Public Switched Network Recovery Charge

The Public Switched Network Recovery Charge is a monthly recurring charge which is applied on a per customer access line basis. This fee is intended to recover costs to access the public switched network for local service.

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

2.18 Marketing

As a telephone utility under the regulation of the Public Service Commission of South Carolina, Carrier does hereby assert and affirm that as a reseller of intrastate telecommunications service, Carrier will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and will comply with those marketing procedures, if any, set forth by the Public Service Commission. Additionally, Carrier will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. Carrier understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the state of South Carolina.

2.19 Customer Disputes

The Customer should notify the Company of any disputed items on an invoice within an interval from receipt of the invoice that is within the State's statute of limitations. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the South Carolina Office of Regulatory Staff ("ORS") in accordance with the Commission's rules of procedure. The contact information for the ORS is as follows:

Office of Regulatory Staff
Consumer Affairs Department
1441 Main St., Suite 300
Columbia, SC 29201
Telephone: (803) 737-5230
Facsimile: (803) 737-4750
Toll Free: (800) 922-1531 (within South Carolina)

SECTION 3 - DESCRIPTION OF SERVICES

3.1. Telecommunications Services

3.1.1. General - Telecommunications Services consist of the services offered pursuant to this Tariff, 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 Tariff;
3. access intrastate, interstate and international calling services provided by Sage and other certified common carriers;
4. access toll-free telecommunications services such as 800 NPA;
5. access 9-1-1 service for emergency calling; and
6. access other operator and directory assistance services.

SECTION 3 - DESCRIPTION OF SERVICES

3.1. Telecommunications Services (cont'd)

3.1.2. Local Exhange 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.

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D)

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. Installation of lines at locations that have never had local telephone service, with the exception of physical moves noted under item 2 above.

4. New installations where the customer is not converting existing local telephone service.

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

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D)

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.

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D)

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 Tariff and is not available to those locations governed by Section 3.1.2.A.

1. Residential Services cannot be used to originate calls to other telephone companies' caller-paid information services (e.g., N.A. 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by Sage, unless otherwise requested by the customer to be unblocked.

2. Residential service offerings that include unlimited usage are limited to use for residential voice applications. This includes service offerings providing for unlimited local usage, unlimited intraLATA usage and/or unlimited interLATA usage. No commercial use of any form is permitted for such unlimited service offerings. Incidental calling for dial-up Internet access, for data and fax type applications and for other restricted uses reflected in this tariff is permitted up to a maximum of 1200 minutes within any consecutive thirty-day period; any such usage beyond this threshold shall be presumed to be non-residential in nature. If, at any time, the Company determines that the Customer's usage is non-residential or is not consistent with use for residential voice applications, the Company may immediately take actions to enforce adherence to this tariff and to the Company's Statement of Terms and Conditions of Service that are applicable to interLATA and international long distance. Such actions may include the transition to a higher tier within the customer's existing service plan and the application of an High Usage Charge as specified in Section 4.1.14, following.

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D)

3.1. Telecommunications Services (cont'd)

3.1.2. Local Exchange Service (cont'd)

3.1.2.B. The High Usage Charge is applicable to all 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.

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 high usage levels resulted in a higher rate will, upon request, qualify for the lower-tier rate(s) after three consecutive months of usage below usage thresholds established in the existing service plan. The High Usage Charge is a separate element and applies independently of any unlimited plan rate tier.

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SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D)

3.1. Telecommunications Services (cont'd)

3.1.3. Exchanges and Local Service Areas

3.1.3.A. Sage provides residential and business telecommunications services, as described in this tariff, within the BellSouth exchanges within the State of South Carolina. The Company hereby mirrors the Map and Legal Description tariffs of BellSouth, listed below to identify its service territory. Any future modifications to these exchange boundaries or legal descriptions of these boundaries will be automatically mirrored by the Company on a going forward basis. If not mirrored, new detailed maps and legal descriptions on an individual exchange basis will be filed with the commission for approval and copies provided to the ORS.

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D)

3.1. Telecommunications Services (cont'd)

3.1.3. Exchanges and Local Service Areas (cont'd)

3.1.3.A. (cont'd)

Exchange	Zone	Exchange	Zone
Aiken	5	Jonesville	3
Allendale	2	Lake View *	2
Anderson	6	Lake Wylie	7
Antioch (Zone based on Grover, NC)	5	Lake Wylie West	5
Bamberg	4	Latta *	2
Barnwell	3	Liberty *	4
Batesburg	2	Lymna	7
Bath	7	Marion	5
Beech Island	7	McColl	2
Belton	5	Mill Creek (Zone based on Gastonia, NC)	9
Bennettsville	2	Mt. Pleasant	7
Blacksburg	3	Mullins *	5
Blackville	2	New Ellenton	4
Blenheim	2	Newberry	3
Blue Ridge	7	Newtonville (Zone based on Gibson, NC)	3
Camden	3	Nichols *	5
Central	5	North Augusta	7
Chapin-Little Mountain North	3	Orangeburg *	4
Chapin-Little Mountain South	7	Pacolet	6
Charleston	7	Pelzer	5
Cheraw *	2	Pendleton	5
Clemson	4	Pickens *	4
Clinton	3	Piedmont	7
Clio	2	Prosperity	3
Clover	5	Rowland (Zone based on Rowland, NC)	6
Columbia	7	Salem	4

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SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D)

3.1. Telecommunications Services (cont'd)

3.1.3. Exchanges and Local Service Areas (cont'd)

3.1.3.A. (cont'd)

Exchange	Zone	Exchange	Zone
Cowpens	6	Seneca	4
Darlington	6	Sharon	2
Denmark	3	Six Mile	5
Dillon *	2	Society Hill *	5
Easley	7	Spartanburg *	6
Eastover	7	Springfield-Salley	1
Edgefield	2	St. George	1
Edisto Island	1	Sullivans Island	7
Florence *	6	Summerville	7
Folly Beach	7	Timmonsville	6
Fountain Inn	7	Travelers Rest	7
Gaffney	3	Union	2
Graniteville	5	Walhalla	4
Greenville *	7	Westminster	4
Greer	7	Whitmire	2
Hartsville *	6	Willliamston	5
Hickory Grove	3	York	5
Honea Path	5		
Isle of Palms	7		
Joanna	3		
Johnston	2		

*Note – Subject to extended area service differentials

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SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D)

3.1. Telecommunications Services (cont'd)

3.1.3. Exchanges and Local Service Areas (cont'd)

3.1.3.B. Local Calling Scopes

The Company hereby mirrors the local calling scopes as described in Section 4 of BellSouth's Exchange Access Service Tariff. 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 and copies provided to the ORS.

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 and other charges pursuant to Section 4.1.14, following.

1. Super Savings Plus

The Sage Super Savings Plus plan includes the following bundle of services:

- Basic Local Exchange Service, including unlimited local voice calling
- Caller ID Service – Free
- Sage Home Wire Maintenance – Free
- The following Customer Calling Features – Free:

Call Waiting	Call Blocker
Call Forwarding	Selective Call Forwarding
Three-Way Calling	Call Return
Call Waiting ID	Priority Call
Speed Calling 8	

- Two hundred (200) 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.

- Discounted price for additional services:
  Sage Voice Mail - $1.99
  eSageLink Dial Up - $9.95

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

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D)

3.1.4. Local Service Plans

3.1.4.A. Residential Service(CONT'D)

2. Nationwide Advantage

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

- Basic Local Exchange Service, including unlimited local voice calling
- Caller ID Service – Free
- Sage Home Wire Maintenance – Free
- The following Customer Calling Features – Free:

Call Waiting	Call Blocker
Call Forwarding	Selective Call Forwarding
Three-Way Calling	Call Return
Call Waiting ID	Priority Call
Speed Calling 8	

- Unlimited 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.

- Discounted price for additional services:
  Basic Voice Mail - $1.99

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 unlimited Sage 1+ long distance minutes each month.

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

3. Super Savings Plan

The Sage Super Savings plan includes the following bundle of services:

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

Rate for domestic long distance minutes is $0.07 per minute. Applies to direct dialed, 1+ long distance or 1+ intraLATA toll calls made to points within the continental U.S., Alaska, Hawaii, Puerto Rico, and U.S. Virgin Islands.

Eligibility: This plan is available to residential customers only.

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D)

3.1.4. Local Service Plans

3.1.4.A. Residential Service(CONT'D)

4. Sage International Value Plan

The Sage International Value Plan includes the following bundle of services:

- Basic Local Exchange Service, including Unlimited Local Voice Calling
- Caller ID Service – Free
- Sage Home Wire Maintenance – Free
- The following Custom Calling Features – Free:

Call Waiting	Call Blocker
Call Forwarding	Selective Call Forwarding
Three-Way Calling	Priority Call

- Two hundred (200) 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, U.S. Virgin Islands and international calls placed to landline phones in any of the following countries:

Australia	Iceland	Peru
Canada	India	Portugal
China	Ireland	Singapore
Cyprus	Israel	Spain
Denmark	Italy	Sweden
France	Luxembourg	Taiwan
Germany	Mexico	Thailand
Greece	Netherlands	Turkey
Hong Kong	New Zealand	United Kingdom
Hungary	Norway	

- Discounted Price for Additional Services:
  Sage Voice Mail - $1.99
  eSageLink Dial Up - $9.95

- Metropolitan or Regional Calling where available at an additional charge.

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

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SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D)

3.1. Telecommunications Services (cont'd)

3.1.4. Local Service Plans

3.1.4.B. Business

1. Sage Business Value

The Sage Business Value plan includes the following bundled services:

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

Caller ID	Call Waiting
Call Forwarding	Multi-Line Hunt
Call Waiting ID	

- One hundred eighty (180) 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. Rate for additional minutes is at a discounted $0.05 rate.

Eligibility: This plan is available to business customers only in originating AT&T exchanges.

- Metropolitan or Regional calling where available at an additional charge of $24.00 per line.

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D)

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 $0.05 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

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SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D)

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.

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D)

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.

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D)

3.1. Telecommunications Services (cont'd)

3.1.6. Operator Assisted Services (IntraLATA)

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 Tariff, 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.

2. 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.

1. 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 PSC for the Blind will not be charged for this service after Sage is in receipt of paperwork from the PSC 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.

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SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D)

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

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D)

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 with 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's 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.

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D)

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.

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SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D)

3.1. Telecommunications Services (cont'd)

3.1.7. Telephone Directory Service (cont'd)

3.1.7.H. Telephone Answering Service Listing - 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. Cross Reference Listing – A cross reference listing may be furnished when it is necessary to refer to the directory user to another directory listing.

3.1.7.J. Stylist Service Listing – Distinctive directory listings available to residential customers.

3.1.7.K. Designer Listings – 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.

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D)

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, Repeat Dialing will keep trying to call the number for a maximum of thirty (30) minutes, beginning with the customer's activation of Repeat Dialing, in an attempt to establish the call. The customer will be signaled with a distinctive ring when the call can be completed. Repeat Dialing is available as a monthly plan or on a per use basis. Per use functionality is automatically provisioned on all lines. The customer may request to have Repeat Dialing taken off its lines.

2. 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.

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D)

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, Call Return will keep trying to call the number for a maximum of thirty (30) minutes beginning with the customer's activation of Call Return 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. Call Return 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.

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D)

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.

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D)

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 - Allows customers to subscribe to a part of the Caller ID Deluxe Options service. 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.

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D)

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.

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D)

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 Blocker, 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 Caller ID Deluxe equipped line is on-hook, the Calling Party Name is transmitted across the line during the silent interval between the first and second ring.

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D)

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.

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D)

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).

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D)

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. All ICB arrangements shall be made available to the ORS upon request.

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D)

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 Tariff.

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 Tariff, 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.

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D)

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 tariff shall be limited as set forth in this Section and in the Rules.

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D)

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+xxx-xxxx), (1+xxx-xxxx), (five-digit carrier access code + 1+xxx-xxxx), or (five-digit carrier access code + 1+Area Code+xxx-xxxx).
2. Any local or long distance 0+ or 0 call, even in the event of an emergency. Examples include (0+Area Code+xxx-xxxx), (0+xxx-xxxx), (five-digit carrier access code + 0+xxx-xxxx), or (five-digit carrier access code + 0+Area Code+xxx-xxxx).
3. Any Directory Assistance call for local or long distance numbers. Examples include (1+411) and (1+555-1212).
4. Any call placed to a local DIAL 976 telephone number. Example (976-xxxx).
5. Any call to an emergency telephone number if it is a long distance call.

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

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SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D)

3.1. 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.

SECTION 4 - RATES AND CHARGES

4.1. Local Exchange Service - The following rates and charges are applicable to Residential and Business Customers.

4.1.1. 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.

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

4.1.2.A. Residential

	Monthly Rate
Sage Super Savings Plan All Zones	$23.99
Sage Super Savings Plus All Zones	$29.99
Sage Nationwide Advantage Plan All Zones	
Tier 1 (0 - 1200 mou/month threshold)	$39.99
Tier 2 (1201 - 2400 mou/month threshold)	$59.99
Tier 3 (2401 + mou/month threshold)	$99.99
Sage International Value Plan – All Zones	$34.99

4.1.2.B. Business

	Monthly Rate
Sage Business Value	$38.99

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SECTION 4 - RATES AND CHARGES, (CONT'D)

4.1. Local Exchange Service (cont'd)

4.1.3. [Reserved for Future Use]

4.1.4. Operator Assisted Service Rates

4.1.4.A. Operator Handled Calling

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

Person-to-Person	
Local	$ 1.00 per call
IntraLATA	$ 1.00 per call
Station-to-Station	
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.

SECTION 4 - RATES AND CHARGES, (CONT'D)

4.1. Local Exchange Service (cont'd)

4.1.4 Operator Assisted Service Rates (cont'd)

4.1.4.B. Directory Assistance Service

Directory Assistance	
Direct Dialed	$ 2.50 per call
Via Operator	$ 2.50 per call
InterLATA Direcotry Assistance Calls	$ 2.99 per call
Call Completion	$ 0.25 per call completion
Fully-Automated	
Sent-Paid	$ 0.00 per call
Collect, Bill to 3rd Number	$ 4.95 per call
Semi-Automated	
Sent-Paid	$ 1.50 per call
Collect, Bill to 3rd Numbers	$ 4.95 per call
Person-to-Person	$ 4.00 per call

4.1.4.C. Busy Line Verification and Line Interrupt Service

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

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SECTION 4 - RATES AND CHARGES, (CONT'D)

4.1. Local Exchange Service (cont'd)

4.1.5 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

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SECTION 4 - RATES AND CHARGES, (CONT'D)

4.1 Local Exchange Service (cont'd)

4.1.5. Telephone Directory Service Rates (cont'd)

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

	Rate
Residential	$10.00
Business	$15.00

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

	Residential	Business
Feature	Rate	Rate
Anonymous Call Rejection	$ 5.00	$ 10.00
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

SECTION 4 - RATES AND CHARGES, (CONT'D)

4.1. Local Exchange Service (cont'd)

4.1.7. Caller ID Service

Rates below are for all Sage service plans

	Monthly Rate
Residential	$13.25
Business	$14.75

4.1.8. 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

4.1.9. 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

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SECTION 4 - RATES AND CHARGES, (CONT'D)

4.1. Local Exchange Service (cont'd)

4.1.10. Individual Case Basis (ICB) Arrangements

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

4.1.11. Toll Restriction Service

	Monthly Rate
Per local access line	$ 20.00

4.1.12. Dual Service

	Monthly Rate
Per local access line	$ 45.00

		Monthly Rate
4.1.13.	Public Switched Network Recovery Charge[1]	$ 1.33
4.1.14	High Usage Charge	$0.0025

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

[1]Applicable to all Residential and Business service plans on a per line basis.

SECTION 4 - RATES AND CHARGES, (CONT'D)

4.2. Inbound Only Toll Free Service (8xx)

4.2.1. The rate per minute is $ 0.25. A $0.50 per call surcharge will apply to all calls placed from a payphone.

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

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SECTION 5 – MAXIMUM RATES

5.1. Local Exchange Service - The following rates and charges are applicable to Residential and Business Customers.

5.1.1. Non-Recurring Service Charges - All rates are per service order, except as noted.

Service Charge Type	Residence	Business
Installation Charge	$ 124.00	$ 150.00
Copy of Call Records*: Per customer request	$ 50.00	$ 50.00
Order Processing Fee:		
Telephone Number Change	$ 50.00	$ 50.00
All Others	$ 25.00	$ 25.00
Referral Message Fee	$ 20.00	$ 20.00
Reconnect Fee	$ 124.00	$ 150.00
Duplicate Invoice Charge	$ 10.00	$ 10.00

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

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

5.1.2.A. Residential

	Monthly Rate
Sage Super Savings Plan All Zones	$43.99
Sage Super Savings Plus All Zones	$49.99
Sage Nationwide Advantage Plan All Zones	
Tier 1 (0 - 1200 mou/month threshold)	$59.99
Tier 2 (1201 - 2400 mou/month threshold)	$79.99
Tier 3 (2401 + mou/month threshold)	$119.99
Sage International Value Plan – All Zones	$54.99

5.1.2.B. Business

	Monthly Rate
Sage Business Value	$58.99

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SECTION 5 – MAXIMUM RATES, (CONT'D)

5.1. Local Exchange Service (cont'd)

5.1.3. [Reserved for Future Use]

5.1.4. Operator Assisted Service Rates

5.1.4.A. Operator Handled Calling

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

Person-to-Person	
Local	$ 2.00 per call
IntraLATA	$ 2.00 per call
Station-to-Station	
Local	$ 6.00 per call
IntraLATA	$ 4.00 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.

SECTION 5 – MAXIMUM RATES, (CONT'D)

5.1. Local Exchange Service (cont'd)

5.1.4 Operator Assisted Service Rates (cont'd)

5.1.4.B. Directory Assistance Service

Directory Assistance	
Direct Dialed	$ 5.00 per call
Via Operator	$ 5.00 per call
InterLATA Direcotry Assistance Calls	$ 5.98 per call
Call Completion	$ 0.50 per call completion
Fully-Automated	
Sent-Paid	$ 0.00 per call
Collect, Bill to 3rd Number	$ 9.90 per call
Semi-Automated	
Sent-Paid	$ 3.00 per call
Collect, Bill to 3rd Numbers	$ 9.90 per call
Person-to-Person	$ 8.00 per call

5.1.4.C. Busy Line Verification and Line Interrupt Service

Busy Line Verification	$ 4.00 per request
Line Interrupt	$ 4.00 per request

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SECTION 5 – MAXIMUM RATES, (CONT'D)

5.1. Local Exchange Service (cont'd)

5.1.5 Telephone Directory Service Rates (Per Month)

Service Type	Rate
Additional Directories	$ 36.00
Non-Listed Service	
Primary Line	$ 14.00
Additional Line	$ 14.00
Non-Published Service	$ 16.70
Additional Listing	
Residential	$ 13.00
Business	$ 14.30
Alternate Listings	
Residential	$ 13.00
Business	$ 14.30
Foreign Listings	
Residential	$ 13.00
Business	$ 14.30
Cross-Reference Listings	$ 15.00
Telephone Answering Service Listing	$ 16.00
Stylist Service Listing	$ 16.00
Designer Listing	$ 24.00

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SECTION 5 – MAXIMUM RATES, (CONT'D)

5.1 Local Exchange Service (cont'd)

5.1.5. Telephone Directory Service Rates (cont'd)

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

	Rate
Residential	$20.00
Business	$30.00

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

	Residential	Business
Feature	Rate	Rate
Anonymous Call Rejection	$10.00	$20.00
Repeat Dialing	$20.50	$22.50
Repeat Dialing (per occurrence)	$ 4.00	$ 4.00
Call Block	$20.50	$22.50
Call Forwarding	$20.50	$22.50
Call Return	$20.50	$22.50
Call Return (per occurrence)	$ 4.00	$ 4.00
Call Trace (per occurrence)	$20.50	$22.50
Call Waiting	$20.50	$22.50
Call Waiting Deluxe	$20.50	$22.50
RingMaster Service	$19.40	$25.40
Call Selector	$20.50	$22.50
Remote Access to Call Forwarding	$20.50	$22.50
Priority Call Forwarding	$20.50	$22.50
Speed Calling	$20.50	$22.50
Three-Way Calling	$20.50	$22.50
Three-Way Calling (per occurrence)	$ 4.00	$ 4.00

SECTION 5 – MAXIMUM RATES, (CONT'D)

5.1. Local Exchange Service (cont'd)

5.1.7. Caller ID Service

Rates below are for all Sage service plans

	Monthly Rate
Residential	$26.50
Business	$29.50

5.1.8. Multi-Line Hunting Service Rate

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

	Monthly Rate
Residential	$ 17.18
Business	$ 17.18

5.1.9. Maintenance Visit Charge

Charge Type	Monthly Rate
Trouble Ticket Trip Fee	$150.00
Emergency Service Call Charge	$600.00
NID Move	$200.00 plus Standard or Emergency charge

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SECTION 5 – MAXIMUM RATES, (CONT'D)

5.1. Local Exchange Service (cont'd)

5.1.10. Individual Case Basis (ICB) Arrangements

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

5.1.11. Toll Restriction Service

	Monthly Rate
Per local access line	$ 40.00

5.1.12. Dual Service

	Monthly Rate
Per local access line	$ 90.00

5.1.13. Public Switched Network Recovery Charge[1] — Monthly Rate $ 2.66

5.1.14 High Usage Charge — $0.0050

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

[1]Applicable to all Residential and Business service plans on a per line basis.

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SECTION 5 – MAXIMUM RATES, (CONT'D)

5.2. Inbound Only Toll Free Service (8xx)

5.2.1. The rate per minute is $ 0.50. A $1.00 per call surcharge will apply to all calls placed from a payphone.

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

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SECTION 6 - PROMOTIONS AND DISCOUNTS

6.0. General - Sage may make promotional offerings of its tariffed 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. All promotional offerings will be filed with the Commission and a copy will be provided to the ORS.

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BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

In re:	**)**
	)
Application Of Sage Telecom	**)**
Communications, LLC, doing business as	**)**
Sage Telecom, for a Certificate of Public	**)**
Convenience and Necessity to Provide Local	**)**
Exchange and Interexchange	**)**
Telecommunications Services, for Alternative	**)**
Regulation, for Flexible Regulation, and	**)**
Jointly with Sage Telecom, Inc. for Authority	**)**
to Complete a *Pro Forma* Reorganization and	**)**
Assignment of Assets	**)**

EXHIBIT 4

Interexchange Telecommunications Services Tariff

SAGE TELECOM COMMUNICATIONS, LLC

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

Regulations and rates applying to intrastate interexchange telecommunications services within the State of South Carolina.

This tariff is on file with the Public Service Commission of South Carolina, and copies may be inspected, during normal business hours, at the Company's principal place of business, 10440 N. Central Expressway, Suite 700, Dallas, TX 75231. This tariff complies with the Public Service Commission of South Carolina's rules and statutes applicable to the Company.

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CHECK SHEET

Pages 1 through 33, inclusive of this Tariff are effective as of the date shown. Revised sheets as named below contain all changes from the original tariff that are in effect on the date thereof.

Page	Number of Revisions Except as Indicated
1	Original
2	Original
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TARIFF FORMAT SHEET

1. Page Numbering. Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. New pages may occasionally be added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 34 and 35 would be 34.1.

2. Page Revisions Numbers. Page Revision Numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page revision on file with the Public Service Commission of South Carolina. For example, the fourth revised Page 34 cancels the third revised Page 34. Because of deferrals, notice periods, *etc.*, the most current page number on file with the Commission is not always the tariff page in effect. Business Customers should consult with check sheet for the page currently in effect.

3. Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.

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

4. Check List of Effective Pages. When a tariff filing is made with the Commission and copies provided to the ORS, an updated Check List of Effective Pages ("Check List") accompanies the tariff filing. The Check List lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check List is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the Check List if these are the only changes made to it (i.e., the format, *etc.*). Customers should refer to the latest Check List to find out if a particular page is the most current page on file with the Commission.

5. Symbols Used in This Tariff.

   (C) Changed regulation.
   (D) Discontinued tariff or regulation.
   (I) Increase.
   (N) New rate, rule.
   (R) Reduction.

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of interexchange telecommunications services by Sage Telecom Communications, LLC, herein after referred to as the "Company" or "Sage", to end-user customers within the State of South Carolina.

SECTION 1 - DEFINITIONS

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

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

Application for Service - The 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 multi-digit code that enables a Customer to access Sage's network and enables Sage to identify the Customer's use for proper billing. Also called a Personal Identification Code or PIN.

Authorized User - A person, firm, 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 pre-subscribes 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.

Business Hours - The phrase "Business Hours" generally means the time after 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 the Company are performed and where a copy of the Company's tariffs are made available for public inspection. The address of the business office is 10440 N. Central Expressway, Suite 700, Dallas, Texas 75231-2228.

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

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

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

Carrier - The term "Carrier" means Sage Telecom.

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

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

Commission –Refers to the Public Service Commission of South Carolina.

SECTION 1 - DEFINITIONS

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

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

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

Day - The term "day" means 8:00 a.m. to, but not including, 5:00 p.m. at the originating city, Monday through Friday, excluding Company specific holidays.

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

End User - Any person, firm, partnership, corporation or other entity that uses the service of the Company under the terms and conditions of this tariff.

Exchange - A group of lines in a unit generally smaller than a LATA established by the Company or other local exchange carrier for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

Facility (or Facilities) - Any item or items of communications plant or equipment used to provide or connect to the Company's Services.

FCC - Federal Communications Commission.

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

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

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

Interexchange Carrier (IXC) - A long distance telecommunications services provider that furnishes services between exchange areas irrespective of the type(s) of facilities or technologies used. For the purposes of this Tariff, the term Interexchange Carrier is synonymous with the term Company as defined herein.

SECTION 1 - DEFINITIONS

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

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

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

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

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

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

Non-Business Hours - The phrase "nonbusiness hours" means the time period after 5:00 p.m. and before 8:00 a.m., Monday through Friday, all day Saturday, Sunday, and on holidays.

NPA -Numbering Plan Area or area code.

Other Common Carrier – Denotes a specialized or other type of common carrier authorized by the Federal Communications Commission to provide domestic or international communications service.

ORS – Office of Regulatory Staff

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

PIC – Primary Interexchange Carrier.

Regular Billing - A standard bill sent in the normal monthly Sage billing cycle. This billing consists of one bill for each account assigned to the Customer with explanatory detail showing the derivation of the charges.

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

Services - The Company's common carrier communications services provided under this Tariff.

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

SECTION 1 - DEFINITIONS

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

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

Underlying Carrier - A provider of interstate and intraLATA telecommunications services from whom the Company acquires facilities or services that it utilizes to provide the Company’s services to Customers.

SECTION 2 - RULES AND REGULATIONS

2.1. **Undertaking of Sage**

2.1.1. Sage undertakes to provide local exchange telecommunications services within the State of South Carolina on the terms and conditions and at the rates and charges specified herein. The Company's intrastate interexchange services are only provided to customers subscribed to the Company's local exchange services.

2.1.2. Sage installs, operates and maintains the communication Services provided hereunder in accordance with the terms and conditions set forth under this Tariff. It may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer to allow connection of a Customer's location to the Sage network. The Customer shall be responsible for all charges due for such service arrangements.

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

2.2. **Use of Service**

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

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

2.3. **Limitations**

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

2.3.2. Sage reserve the right to limit or to allocate the use of existing facilities, or to additional facilities offered by Sage, when necessary because of lack of facilities, relevant resources, or due to causes beyond Sage's control. In addition, Sage reserves the right to discontinue Service when the Customer is using the Service in violation of law or the provisions of this Tariff or any other reason that conforms to South Carolina Regulation 103-625.

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, through the use of commercially acceptable methods in order to investigate the credit worthiness of a customer, may require a deposit before service begins. If the customer fails to provide a deposit, Sage may then deny or refuse the customer service.

SECTION 2 - RULES AND REGULATIONS

2.3 **Limitations** (Cont'd)

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. Records of Interruptions of Service will be kept including date, time, duration and cause of interruption. These Records will be available to the ORS upon request.

2.4 **Liabilities of Sage**

2.4.1. Sage's liability for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in the installation, provision, termination, maintenance, repair, or restoration occurring in the course of furnishing service, channels, or other facilities, and not caused by the negligence of the subscribers, commences upon activation of service. For the purposes of computing such amount, a month is considered to have thirty (30) days. Credit will be calculated pursuant to Section 2.9 of this Tariff.

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

2.4.3. Sage will not be responsible for consequential damages or lost profits suffered by a Customer as a result of interrupted or unsatisfactory service. Sage will not be liable for claims or damages resulting from or caused by: (i) Customer's fault, negligence or failure to perform Customer's responsibilities; (ii) claims against Customer by another party; (iii) any act or omission of any other party; or (iv) equipment or service furnished by a third party.

SECTION 2 - RULES AND REGULATIONS

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

2.4.4. Sage does not guarantee or make any warranty with respect to any equipment provided by it or leased on the Customer's behalf where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. The Customer shall indemnify and hold Sage harmless from any and all loss, claims, demands, suits or other actions, or any liabilities whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of such equipment so used in an atmosphere which is explosive, prone to fire, dangerous, or otherwise unsuitable for such equipment.

2.4.5. Sage is not liable for any defacement of, or damage to, the premises of a Customer resulting from the furnishing of services or the attachment of equipment, instruments, apparatus, and associated wiring furnished by Sage on such Customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of Sage negligence. No agents or employees of other participating carriers shall be deemed to be agents or employees of Sage without written authorization. The Customer will indemnify and save harmless Sage from any claims of the owner of the Customer's premises or other third party claims for such damages.

2.4.6. Sage and Customer shall be excused from performance under this Tariff and under the application for service for any period, and to the extent that the party is prevented from performing any service pursuant hereto, in whole or in part, as a result of delays caused by the other party or an Act of God, governmental agency, war, civil disturbance, court order, lockouts or work stoppages or other labor difficulties, third party nonperformance (including the failure of performance for reasons beyond the control of common carriers, interexchange carriers, local exchange carriers, suppliers and subcontractors), or other cause beyond its reasonable control, including failures or fluctuations in electrical equipment, and such nonperformance shall not be deemed a violation of this Tariff or of the application for service or grounds for termination of service. Both parties retain all rights of recourse against any third parties for any failures that may create a force majeure condition for the other party.

2.4.7. Sage is not liable for any damages, including toll usage charges, the Customer may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of the Customer's facilities includes, but is not limited to, the placement of calls from the Customer's premises, and the placement of calls through Customer-provided equipment that are transmitted or carried on the Sage network.

2.4.8. Where there is a connection via Customer-provided terminal equipment or Customer-provided communications systems, the point of demarcation shall be defined as the Sage facility that provides interconnection. Sage shall not be held liable for Customer-provided access media or equipment. Any maintenance service or equipment arrangements shall be addressed on an individual case basis.

SECTION 2 - RULES AND REGULATIONS

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

2.4.9. Sage will not be responsible if any changes in its service cause hardware or software not provided by Sage to become obsolete, require modification or alternation, or otherwise affect the performance of such hardware or software.

2.4.10. The Company shall use reasonable efforts to make services available by the estimated service date. The Company shall not be liable for any damages whatsoever resulting from delays in meeting the estimated service date due to delays resulting from normal installation procedures. Such delays shall include, but not be limited to delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals, delays in actual construction work being done by our vendor(s), and any delays due to any LEC where the Company is relying solely upon such LEC to meet such estimated due date which is beyond the Company's control.

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

2.4.12. For errors or omissions in listings in alphabetical telephone directories and information records furnished without additional charge, the Company shall have no liability.

Subject to the provision of Section 2.4 of this Tariff, the Company shall allow, for errors or omissions in alphabetical telephone directories (excluding the use of bold face type), or in information records, an amount within the following limits:

1. For listings in alphabetical telephone directories furnished at additional charge, as set forth herein, an amount not in excess of the charge for that listing during the effective life of the directory in which the error or omission occurred.

2. For listings in the information records furnished at additional charge, as set forth herein, an amount not in excess of the charge for the listing during the period of omission or error.

2.5 **Responsibilities of the Customer**

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

2.5.2. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by Sage, except upon the written consent of Sage. The equipment Sage provides or installs at the Customer premises for use in connection with the service Sage offers shall not be used for any purpose other than for which it was provided.

SECTION 2 - RULES AND REGULATIONS

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

2.5.3. The Customer shall ensure that the equipment and/or system is properly interfaced with Sage's facilities or service. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Sage will permit such equipment to be connected with its channels without the use of protective interface devices.

2.5.4. The Customer shall be responsible for securing its telephone equipment against being used to place fraudulent calls using Sage's service. The Customer shall be responsible for payment of all applicable charges for services provided by Sage and charged to the Customer's accounts, even where those calls are originated by fraudulent means either from Customer's premises or from remote locations.

2.5.5. Sage shall be indemnified and held harmless by the Customer against claims of 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 due to negligence of the customer.

2.5.5.B. Reimbursing Sage for damages to facilities or equipment caused by the negligence or willful acts of the Customer's officers, employees, agents or contractors.

2.5.5.C. Charges incurred with interconnect or local operating companies for service or service calls made to the Customer's premises or on the Customer's leased or owned telephonic equipment unless Sage specifically authorizes said visit or repairs in advance of the occurrence and Sage agrees in advance to accept the liability for said repairs or visit.

2.5.5.D. Payment for all Sage service charges incurred through usage or direct action on the part of the Customer.

2.5.6. The Customer may be required to verify in writing that it is duly authorized to order service at all locations designated by the Customer for service, and assumes financial responsibility for all locations designated by the Customer to receive Sage's services. If the verification (i.e., a letter of authorization) cannot be produced within five (5) calendar days of the request, the pre-subscription of the Customer's locations are considered unauthorized.

SECTION 2 - RULES AND REGULATIONS

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

2.5.7. The Customer shall not use the Sage name, logo or trademark in any promotional materials, contracts, Tariffs, service bills, etc., without expressed written authorization from Sage. The Customer shall not use the Sage name, logo or trademark in any pre-sale activities. The Customer is prohibited from using Sage's name or trademark on any of the Customer's products or services.

2.5.8. Customer may not assign or transfer any of its rights or services ordered without the prior written consent of Sage. Sage may assign any service orders to its parent company or any affiliate. Sage will notify Customers of any such assignment.

2.6 **Application for Service**

2.6.1. Applicants wishing to obtain service must initiate a service order which may include the Customer's authorization for Sage to instruct other carriers and vendors and the appropriate LEC to provide certain services on the Customer's behalf. Sage will obtain the proper authorization from the Customer where necessary, pursuant to Commission regulations. Applications for initial or additional service made verbally or in writing become a contract upon the establishment of the service or facility.

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

2.6.3. Where the Customer or applicant cancels an Application for Service prior to the start of installation of service, prior to the 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, plus applicable installation charges, if any, plus costs associated with Special Construction, 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, permits, supply expense, labor and supervision, general and administrative, and any other costs resulting from the preparation, installation and removal effort.

SECTION 2 - RULES AND REGULATIONS

2.7. **Establishing Credit, Deposits and Advance Payments**

2.7.1. Credit Requirement

2.7.1.A. Sage may require an applicant for service to satisfactorily establish credit, pursuant to South Carolina Regulation 103-621.2, but such establishment of credit shall not relieve the end-user from complying with Sage's policy regarding the prompt payment of bills.

2.7.1.B. For the purposes of this rule, "applicant" is to be defined as a person who applies for service for the first time or reapplies at a new or existing location after a previous discontinuance of service; "customer" is defined as someone who is currently receiving service.

2.7.2. Reestablishment of Credit

Any applicant who previously has been an end-user of Sage and whose service has been discontinued for nonpayment of bills shall be required, before service is rendered, to pay all amounts due Sage. Sage may also require a deposit from a customer whose service has been recently discontinued in order to reestablish service.

2.7.3. Deposits and Interest

Sage will require Customer deposits. The amount of the deposits will conform to SC Regulation 103-621.2. Interest will be paid on these deposits pursuant to SC Regulation 103-621.3 and 103-621.5.

2.8. **Billing and Payment Procedures**

2.8.1. A. Sage shall render a bill during each billing period to every customer. The billing period shall be monthly.

B. At a minimum, each residential customer bill rendered by the Company shall clearly state all of the following information:

1. the beginning and ending dates of the billing period
2. the due date
3. any previous balance
4. the telephone number for which the bill is rendered
5. the amount for basic local exchange service and regulated toll service
6. an itemization of all taxes due
7. the total amount due
8. the statement that rate schedules for basic local exchange service are available and will be mailed by the Company upon request at no cost to the customer

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Chairman Co-CEO
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SECTION 2 - RULES AND REGULATIONS

2.8. **Billing and Payment Procedures (Cont'd)**

9. the address and telephone number of the Company, designating where the customer may initiate an inquiry or informal complaint regarding the bill as rendered or the service provided

C. Not later than 15 days after the completion of an order for new service, Sage provides each residential customer an insert or other written notice that contains an itemized account of the charges for the equipment and service for which the customer has contracted.

D. A residential customer in good standing shall have the right, within one billing period of receiving a bill for new services or changed services, to cancel, reduce, or modify a service or a portion of a service without further service charge.

2.8.1. The Customer is responsible for the payment of all charges for facilities and services furnished by Sage to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

2.8.2. For billing of monthly charges, service is considered to be established upon the day in which Sage notifies the Customer of installation and testing of the Customer's services or the day on which the Customer first utilizes the services, whichever comes first.

2.8.3. 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 rates in effect on the first day of the Customer's billing cycle, except that changes to taxes, government fees, and reimbursement-type surcharges may take place at any time concurrent with the effectiveness of such taxes, government fees and reimbursements.

2.8.4. Monthly charges for all access service components, provided hereunder, are billed in advance of service and reflect the rates in effect as of the date of the invoice. A Customer's first invoice may contain charges from previous periods for service provided from the date of installation through the current invoice period.

SECTION 2 - RULES AND REGULATIONS

2.8. **Billing and Payment Procedures (Cont'd)**

2.8.5. Bills are due and payable as specified on the bill. Bills may be paid by mail, by telephone, online 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 fifteen (15) days after the mail date of invoice will be considered past due. The Company may charge a late fee on any unpaid balance pursuant to SC Regulation 103-622.2. In the event that a postmark on a customer's payment received after the due date is not discernible, a three-day mailing period will be presumed. If the last calendar day for remittance falls on a Sunday, legal holiday, or other day when the offices of Sage are not open to the general public, the final payment date shall be extended through the next business day. If Sage becomes concerned at any time about the ability of a Customer to pay its bills, Sage may require that the Customer pay its bills and make such payments in cash or the equivalent of cash. The Company, at its option for good cause, may refuse to accept a check tendered as payment on a customer's account.

2.8.6. 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 Office of Regulatory Staff.

2.8.7. The Customer is responsible to pay Sage for all toll calls or other third party charges resulting from the origination of calls to points outside the local exchange and for charges or calls billed to the Customer's number.

2.8.8. Return check charges may be applied in an amount not to exceed that allowed pursuant to S.C. Code Section 34-11-70.

2.8.9. If service is suspended/disconnected by Sage in accordance with the provisions of the Tariff and later restored, restoration of service will be subject to all applicable installation charges if service was disconnected, or a reconnect fee if service was suspended.

SECTION 2 - RULES AND REGULATIONS

2.8. **Billing and Payment Procedures (Cont'd)**

2.8.10. When a customer is unable to pay a charge in full when due, Sage shall permit the customer to enter into an initial customer-accommodation agreement under which the charge may be paid as mutually agreed by both Sage and the customer. Any agreement entered into between the Company and the Customer will conform to SC Regulation 103-622.5. A copy of the customer-accommodation agreement shall be delivered or mailed to the customer upon request by the customer. Customer-accommodation agreements are only set up at the request of the customer. Customer-accommodation agreements are intended to function as a short-term solution and will be reviewed and approved on an individual case basis. The failure of a customer to meet all terms agreed upon within a customer-accommodation agreement shall result in service suspension or disconnection pursuant to Commission rules.

2.9. **Interruption of Service**

2.9.1. Credit allowance for the interruption of service that is not due to Sage's testing or adjusting, negligence of the Customer or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth herein. It shall be the obligation of the Customer to notify Sage immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer or end-user shall ascertain that the trouble is not being caused by any action or omission by the Customer within his or her control, or is not in wiring or equipment, if any, furnished by the Customer and connected to Sage's facilities.

An adjustment or refund shall be made:

1. Automatically, if the service interruption lasts for more than forty-eight (48) hours after being reported to the company and the adjustment or refund exceeds $1.00 in amount; and

2. Upon subscriber oral or written request, if the service interruption lasts twenty-four (24) to forty-eight (48) hours after being reported to the company and the adjustment or refund exceeds $1.00 in amount.

If such mistake, omission, interruption, delay, error, or defect in transmission, or failure or defect in facilities occurs and results in a customer remaining out of service for more than 24 hours, then the appropriate credit shall be the prorated amount of the customer's monthly service rate. Records of interruption of service will be kept that include date, time, duration and cause of interruption. These records will be available to the ORS upon request.

SECTION 2 - RULES AND REGULATIONS

2.9. **Interruption of Service (Cont'd)**

2.9.2. If written notice of a dispute as to charges is not received by the Company within 180 days of the date a bill is issued, such charges shall be deemed to be correct and binding on the Customer.

2.10. **Restoration of Service**

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.11. **Disconnection of Service by Customer**

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

Except as otherwise specified in this Tariff, the Customer will be responsible for all charges until the disconnect is effected. The Customer remains liable for all usage-based fees so long as usage is generated. For non-usage-sensitive charges, the Customer will be liable for the entire monthly recurring charge during the month Customer's service terminates. If the Customer disconnects service prior to the end of a term plan, the termination liabilities associated with the term plan will apply. In instances where Special Construction was performed to establish the service, Special Construction charges may apply. Unless otherwise specified in this tariff, the termination liability shall be equal to:

(1) all unpaid nonrecurring charges reasonably expended by the Company to establish service to Customer, plus;

(2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus;

(3) all recurring charges specified in the applicable service order for the balance of the then current term.

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SECTION 2 - RULES AND REGULATIONS

2.12. **Cancellation for Cause**

2.12.1. Service may be terminated for non-payment of a bill, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice in which 5 days to make settlement on the account or have service disconnected. Service will be disconnected only on Monday through Thursday between 8:00am and 4:00pm, unless provisions have been made to have someone available to accept payment and reconnect service.

2.12.1.A. In cases of extreme risk involving abnormal and excess use of toll service, service may be denied after two (2) days written notice is given to the customer, unless satisfactory arrangements for payment are made.

2.12.1.B. For customer tampering with equipment furnished and owned by the utility

2.12.1.C. For violation of and/or non-compliance with the Commission's Orders or regulations governing service supplied by the utilities.

2.12.1.D. For failure of the customer to fulfill the contractual obligations for service and/or facilities subject to regulation by the Commission.

2.12.1.E. For failure of the customer to permit the Company reasonable access to its equipment.

2.12.1.F. For failure of the customer to provide the Company with a deposit as authorized by 103-621(2).

2.12.1.G. For failure to furnish permits, certificates, and/or right-of-ways, as necessary to obtain service, or in the event such permissions are withdrawn or terminated.

2.12.1.H. Where there is probable cause to believe that there is illegal or willful misuse of utility's service.

2.12.1.I. For non-payment of that portion of the bill rendered by the local company for telecommunications service billed for another telecommunications common carrier.

2.12.2 Service may be shut off during normal business hours on or after the date specified in the notice of shutoff. Except as directed by Law Enforcement, service shall not be shut off on a day when the offices of the Company are not available to facilitate reconnection of service or on a day immediately preceding such a day.

2.12.3 Except as directed by Law Enforcement, service shall not be shut off unless written notice by first-class mail is sent or delivered to the customer at least 5 days prior to the date of the proposed shutoff. If a shutoff of service is sought for nonpayment of a delinquent account, then a notice of shutoff will not be sent before the time the account becomes delinquent. Service of notice by mail is complete upon mailing, unless proven otherwise by the customer. The Company will maintain an accurate record of the date of mailing. The Company is responsible for the accurate and timely notice of shutoff.

SECTION 2 - RULES AND REGULATIONS

2.12. **Cancellation for Cause** (Cont'd)

2.12.4 A notice of shutoff of service shall not be issued if a customer has a pending formal complaint before the Public Service Commission of South Carolina or the South Carolina Office of Regulatory Staff concerning the bill upon which the notice is based. Sage, at its option for good cause, may refuse to accept a check tendered as payment on a customer's account.

2.12.5 Basic local exchange service shall not be shut off while a complaint related to the reason for the shutoff is pending.

2.12.6 Notwithstanding any other provision of this tariff, the Company will postpone the shutoff of basic local exchange service and regulated toll service to a residential customer for not more than 15 days if the customer produces a physician's certificate stating that the current mental or physical condition of the customer, a member of the customer's family, or another permanent resident of the premises where service is rendered who is suffering from an existing mental illness or medical condition will be endangered by a shutoff of service. The certificate shall identify the mental illness or medical condition of the customer, the member of the customer's family. Or other permanent resident of the premises where service is rendered. If the Company is notified telephonically or in writing that a psychiatric or medical emergency exists, then the Company will permit seven days for the residential customer to produce the certificate or notice. The postponement may be extended for one additional 15-day period by the renewal and the resubmission of the certificate or notice.

2.12.7 After basic local exchange service has been shut off to a customer, the Company will restore service promptly, but not later than one working day after the customer's request, when the cause for the shutoff of service has been cured or credit arrangements satisfactory to the Company have been made.

2.12.8 Any payments required for service restoration may be made by the customer in any reasonable manner. Payment by personal check may be refused by the Company if the customer has tendered payment in this manner and the check has been dishonored during the last 3 years, excluding bank error.

2.12.9 Before restoring service, the Company at its option may require one or more of the following: (a) payment of the total amount due on all of the customer's delinquent and shutoff accounts for basic local exchange service and regulated toll service owed to the Company; (b) an arrangement or customer-accommodation agreement pursuant to Section 2.8, preceding, requiring the payment of all amounts owed to the Company for basic local exchange service and regulated toll service; (c) payment of an amount provided by tariff for basic local exchange service restoration.

SECTION 2 - RULES AND REGULATIONS

2.12. **Cancellation for Cause** (Cont'd)

2.12.10 Sage Notices of disconnection shall contain the following information:

A. the name and the billing address of the customer and, to the extent possible, the address of the service, if different
B. a clear and concise statement of the reason for the proposed disconnection of service
C. the date after which service will be subject to disconnection without further notice unless the customer takes appropriate action
D. the right of the customer to file a formal complaint with the Public Service Commission of South Carolina or the Office of Regulatory Staff if the dispute cannot be otherwise resolved and a statement that the customer must pay to the provider of basic local exchange service that portion of the bill for basic local exchange service and regulated toll service that is not in dispute within 3 days of the date that the formal complaint is filed
E. a statement that service will not be disconnected pending the resolution of a formal complaint that is filed and prosecuted in conformity with all applicable statutes, rules, regulations, and orders of the Public Service Commission of South Carolina
F. the telephone number and address of the Company where the customer may make inquiry or enter into a settlement agreement.

SECTION 2 - RULES AND REGULATIONS

2.13. **Notice and Communication**

2.13.1. The Customer shall designate on the Application for Service an address to which Sage shall mail or deliver all notices and other communications, except that Sage may also designate a separate address to which Sage's bills for service shall be mailed.

2.13.2. Sage shall designate on the Application for Service an address to which the Customer shall mail or deliver all notices and other communications, except that Sage may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

2.13.3. All notices or other communications required to be given pursuant to this Tariff shall be made in writing to Sage at 10440 N. Central Expressway, Suite 700, Dallas, Texas 75231-2228 or by calling (214) 495-4700. Notices and other communications of either party, and all bills mailed by Sage, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U. S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.13.4. Sage or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.14. **Taxes, Surcharges and Utility Fees**

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

2.15. **Customer Billing Inquiries**

Any customer who has a question regarding his/her telephone bill may contact Sage toll free at (888) 449-4940, or by writing to Sage Customer Service at 10440 N. Central Expressway, Suite 700, Dallas, Texas 75231-2228.

SECTION 2 - RULES AND REGULATIONS

2.16 **Marketing**

As a telephone utility under the regulation of the Public Service Commission of South Carolina, Carrier does hereby assert and affirm that as a reseller of intrastate telecommunications service, Carrier will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and will comply with those marketing procedures, if any, set forth by the Public Service Commission. Additionally, Carrier will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. Carrier understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the state of South Carolina.

2.17 **Customer Disputes**

The Customer should notify the Company of any disputed items on an invoice within an interval from receipt of the invoice that is within the State's statute of limitations. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the South Carolina Office of Regulatory Staff ("ORS") in accordance with the Commission's rules of procedure. The contact information for the ORS is as follows:

Office of Regulatory Staff
Consumer Services Division
1441 Main Street, Suite 300
Columbia, SC 29201
Telephone: (803) 737-5230
Facsimile: (803) 737-4750
Toll Free: (800) 922-1531 (within South Carolina)

SECTION 3 - DESCRIPTION OF SERVICES

3.1 **General**

Residential service offerings that include unlimited usage are limited to use for residential voice applications. This includes service offerings providing for unlimited local usage, unlimited intraLATA usage and/or unlimited interLATA usage. No commercial use of any form is permitted for such unlimited service offerings. Incidental calling for dial-up internet access, for data and fax type applications and for other similar restricted uses reflected in this tariff is permitted up to a maximum of 1200 minutes within any thirty-day period; any such usage beyond this threshold shall be presumed to be non-residential in nature. If, at any time, the Company determines that the Customer's usage is non-residential or is not consistent with use for residential voice applications, the Company may immediately take actions to enforce adherence to this tariff and to the Company's Statement of Terms and Conditions of Service that are applicable to interLATA, interstate 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 4.6, following:

The High Usage Charge is applicable to all service plans whenever usage thresholds established in Section 4.6, 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 4.6 of the Company's Local Exchange Tariff.

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 excessive usage levels resulted in a higher rate will, upon request, qualify for the lower-tier rate(s) after three consecutive months of usage below usage thresholds established in the existing service plan.

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SECTION 3 - DESCRIPTION OF SERVICES

3.2 Charges Based on Duration of Use

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

3.2.1 Calls are measured in duration increments identified for each service. All calls which are fractions of a measurement increment are rounded up to the next whole unit

3.2.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).

3.2.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an on-hook signal from the terminating carrier.

3.2.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.

3.2.5 All times refer to local times.

3.2.6 Rates contained herein are not distance sensitive. As such, unless otherwise indicated, mileage bands are not applicable to the services offered.

3.2.7 Unless otherwise indicated, rates do not vary depending upon day or the time of day (Day, Evening, and Night/Weekend).

3.2.8 Each call is rated and billed in whole cents. Any rated call with a fraction of a cent less than $0.004 will be rounded down to the nearest whole cent. Any rated call with a fraction of a cent $0.005 or greater will be rounded up to the nearest whole cent.

3.3 Product Descriptions

3.3.1 Switched Outbound (1+)

Service provides Sage customers with the ability to originate calls from a Sage-provided access line, and, where available, from access lines of other local service providers, to all other stations on the public switched telephone network bearing the designation of any central office exchanges outside the customer's local calling area. This service is available on a switched basis only.

This service is available to Local Exchange Telecommunications Services customers of Sage and, where available, to other customers on a presubscribed basis, pursuant to the terms and conditions of Sage's South Carolina Tariff No. 2.

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SECTION 3 - DESCRIPTION OF SERVICES

3.3 **Product Descriptions (Cont'd)**

3.3.2 Inbound Only Toll Free Service (8xx)

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

3.3.3 [Reserved for Future Use]

3.3.4 Directory Assistance

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

3.3.5 Operator Services

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

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SECTION 4 - RATES AND CHARGES

The following rates and charges are applicable to Residential and Business Customers.

4.1 **Switched Outbound (1+)**

4.1.1 For all customers who choose Sage as their intraLATA toll and interLATA long distance provider.

Rate per Minute $ 0.25

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

Rate per Minute	
IntraLATA Toll Calls	$ 0.25 per minute where Sage is the carrier
InterLATA Long Distance Calls	$ 0.25 per minute where Sage is the carrier

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

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

4.2.1 The rate per minute is $ 0.25 A $0.50 per call surcharge will apply to all calls placed from a payphone.

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

4.3 **Non-Recurring Service Charges** - All rates are per service order, except as noted.

	Residential Rate	Business Rate
Reconnection Fee	$ 65.00	$75.00

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SECTION 4 - RATES AND CHARGES

4.4 **Directory Assistance**

4.4.1 InterLATA Directory Assistance calls, other than calls placed to 8xx toll free DA:

Per call rate: $ 2.00

4.4.2 IntraLATA Directory Assistance

Direct Dialed	$ 2.00 per call
Via Operator	$ 2.00 per call
Fully-Automated	
Sent-Paid	$ 2.00 per call
Collect	$ 3.00 per call
Bill to 3rd Number	$ 4.00 per call
Semi-Automated	
Sent-Paid	$ 2.00 per call
Collect, Bill to 3rd Numbers	$ 3.00 per call
Bill to 3rd Number	$ 4.00 per call
Person-to-Person	$ 7.00 per call

4.4.3 Calls placed to 800/888 toll free DA

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

4.5 **Operator Services**

4.5.1 All usage associated with operator assisted calls will be charged the per minute rates as stated in Section 4.1.

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

Person-to-Person	
IntraLATA	$ 7.00 per call
Station-to-Station	
IntraLATA	$ 2.00 per call

4.6 **High Usage Charge** $0.0025 per MOU

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

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SECTION 5 – MAXIMUM RATES

The following rates and charges are applicable to Residential Customers.

5.1 **Switched Outbound (1+)**

5.1.2

For all customers who choose Sage as their intraLATA toll and interLATA long distance provider.

Rate per Minute $ 0.50

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

Rate per Minute	
IntraLATA Toll Calls	$ 0.50 per minute where Sage is the carrier
InterLATA Long Distance Calls	$ 0.50 per minute where Sage is the carrier

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

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

5.2.1 The rate per minute is $ 0.50 A $1.00 per call surcharge will apply to all calls placed from a payphone.

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

5.3 **Non-Recurring Service Charges** - All rates are per service order, except as noted.

	Residential Rate	Business Rate
Reconnection Fee	$124.00	$150.00

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SECTION 5 – MAXIMUM RATES

5.4 **Directory Assistance**

5.4.1 InterLATA Directory Assistance calls, other than calls placed to 8xx toll free DA:

Per call rate: $ 4.00

5.4.2 IntraLATA Directory Assistance

Direct Dialed	$ 4.00 per call
Via Operator	$ 4.00 per call
Fully-Automated	
Sent-Paid	$ 4.00 per call
Collect	$ 6.00 per call
Bill to 3rd Number	$ 8.00 per call
Semi-Automated	
Sent-Paid	$ 4.00 per call
Collect, Bill to 3rd Numbers	$ 6.00 per call
Bill to 3rd Number	$ 8.00 per call
Person-to-Person	$14.00 per call

5.4.3 Calls placed to 800/888 toll free DA

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

5.5 **Operator Services**

5.5.1 All usage associated with operator assisted calls will be charged the per minute rates as stated in Section 4.1.

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

Person-to-Person	
IntraLATA	$14.00 per call
Station-to-Station	
IntraLATA	$ 4.00 per call

5.6 **High Usage Charge** $0.005 per MOU

Applicable to all residential service rate plans; per MOU in excess of 9,000 MOUs during any consecutive 30 day period.

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SECTION 6 - PROMOTIONS AND DISCOUNTS

6.0. **General**

The Company, from time to time, may make promotional offerings of its services, which may include waiving or reducing the applicable charges for the promoted service. Promotions will be filed as separate tariff sheets under this Section 5. All promotional offerings will be filed with the Commission and copies will be provided to the ORS.

All promotions will be limited in duration, and will identify a definite, reasonable time period during which the promotion will be in effect. A promotion may also be limited as to the locations where the offerings are made. A promotion may also, if so designated, provide for its conclusion upon the occurrence of a promotion-related event that is reasonable certain to occur, although the timing may not be certain.

Promotions will be implemented with at least one day's notice prior to the effective date of each promotion.

BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

In re:	**)**
	)
Application Of Sage Telecom	**)**
Communications, LLC, doing business as	**)**
Sage Telecom, for a Certificate of Public	**)**
Convenience and Necessity to Provide Local	**)**
Exchange and Interexchange	**)**
Telecommunications Services, for Alternative	**)**
Regulation, for Flexible Regulation, and	**)**
Jointly with Sage Telecom, Inc. for Authority	**)**
to Complete a *Pro Forma* Reorganization and	**)**
Assignment of Assets	**)**

EXHIBIT 5

Access Services Tariff

TITLE PAGE

SOUTH CAROLINA
INTRASTATE ACCESS SERVICES TARIFF

OF

SAGE TELECOM COMMUNICATIONS, LLC

This tariff contains the descriptions, regulations, and rates applicable to the provision of access services provided by Sage Telecom Communications, LLC ("Sage" or "Company" or "the Company"), with principal offices at 10440 N. Central Expressway, Suite 700, Dallas, Texas 75231-2228, for services furnished within the State of South Carolina. This tariff is on file with the Public Service Commission of South Carolina, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued By:
Nathan R. Johnson
Co-CEO and Chairman
Sage Telecom Communications, LLC
10440 N. Central Expressway, Suite 700
Dallas, Texas 75231-2228

CHECK SHEET

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

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION	
1	Original	*	26	Original	*	51	Original	*
2	Original	*	27	Original	*	52	Original	*
3	Original	*	28	Original	*	53	Original	*
4	Original	*	29	Original	*	54	Original	*
5	Original	*	30	Original	*	55	Original	*
6	Original	*	31	Original	*	56	Original	*
7	Original	*	32	Original	*	57	Original	*
8	Original	*	33	Original	*			
9	Original	*	34	Original	*			
10	Original	*	35	Original	*			
11	Original	*	36	Original	*			
12	Original	*	37	Original	*			
13	Original	*	38	Original	*			
14	Original	*	39	Original	*			
15	Original	*	40	Original	*			
16	Original	*	41	Original	*			
17	Original	*	42	Original	*			
18	Original	*	43	Original	*			
19	Original	*	44	Original	*			
20	Original	*	45	Original	*			
21	Original	*	46	Original	*			
22	Original	*	47	Original	*			
23	Original	*	48	Original	*			
24	Original	*	49	Original	*			
25	Original	*	50	Original	*			

* - indicates those pages included with this filing

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

(C) - To signify changed regulation.
(D) - To signify discontinued rate or regulation.
(I) - To signify increased rate.
(M) - To signify a move in the location of text.
(N) - To signify new rate or regulation.
(R) - To signify reduced rate.
(S) - To signify reissued matter.
(T) - To signify a change in text but no change in rate or regulation.

TARIFF FORMAT

A. Page Numbering - Page numbers appear in the upper right corner of the page. Each page is numbered sequentially. However, a new page is occasionally added to the Tariff. When a new page is added between those already in effect, a decimal is added. For example, a new page added between page 15 and page 16 would be page 15.1.

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 Public Service Commission and copies provided to the ORS. For example, the 4th Revised Page 15 cancels the 3rd Revised Page 15.

C. Paragraph Numbering Sequence - Each level of paragraph numbering herein is subservient to its next higher level as shown:

2
2.1
2.1.1
2.1.1.A
2.1.1.A.(1)
2.1.1.A.(1)(a)

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Access – A connection between a Customer Premises and a Point of Presence of an Interexchange Carrier for the transmission of typically, but not exclusively, voice, data or video/image information irrespective of the type(s) of facilities or technologies used.

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

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

Access Service Request (ASR) - The service order form that may be used in lieu of a Constructive Order by Access service Customers for the process of establishing, moving or rearranging Access services provided by the Company.

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

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

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

Application for Service – The 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.

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

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

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

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

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

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

Business Office – The phrase "Business Office" means the primary location where the business operations of the Company are performed and where a copy of the Company's tariffs are made available for public inspection. The address of the business office is 10440 N. Central Expressway, Suite 700, Dallas, Texas 75231-2228.

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

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

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

Channel - A communications path between two or more points.

CIC - The Carrier Identification Code assigned by the North American Numbering Plan Administrator.

Commission - Refers to the Public Service Commission of South Carolina.

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

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

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

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

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

Customer - Any person, firm, partnership, corporation or other entity that uses service under the terms and conditions of this tariff and is responsible for the payment of charges. In most contexts, the Customer is an Interexchange Carrier utilizing the Company's Switched Access services described in this tariff to reach its End User customer(s).

Customer Premises - The premises specified by the Customer for termination of access services. The Customer Premises is typically an Interexchange Carrier's Point of Presence.

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

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

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

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

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

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

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

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

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

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

Exchange - A group of lines in a unit generally smaller than a LATA established by the Company or other local exchange carrier for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

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

Facility (or Facilities) – Any item or items of communications plant or equipment used to provide or connect to the Company’s Services.

FCC – Federal Communications Commission.

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

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

Host Office - An electronic switching system that provides call processing capabilities for one or more Remote Switching Modules or Remote Switching Systems.

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

Individual Case Basis or ICB - A process whereby the terms, conditions, rates and/or charges for a service provided under the general provisions of this tariff are developed or modified based on the unique circumstances in each case. All ICB's will be made available to the ORS upon request.

Interstate - For the purpose of this tariff, the term Interstate applies to the regulatory jurisdiction of services used for communications between originating and terminating points located in different states within the United States or between points in the United States and at least one international location, and the jurisdiction for all such traffic shall be computed pursuant to Section 2.9.2, following.

Intrastate - For the purpose of this tariff, the term Intrastate applies to the regulatory jurisdiction of all usage or services that are not Interstate.

Interexchange Carrier (IXC) - A long distance telecommunications services provider that furnishes services between exchange areas irrespective of the type(s) of facilities or technologies used. For the purposes of this Tariff, the term Interexchange Carrier is synonymous with the term Customer as defined herein.

Kbps - Kilobits per second; 1000s of bits per second.

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

Local Access Facility – The channel provided by the LEC (or other local service provided) to connect the Point-of-Presence to a Customer location.

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

Mbps - Megabits per second; millions of bits per second.

Message - See Call.

N/A - Not Applicable.

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

Nonbusiness Hours – The phrase "nonbusiness hours" means the time period after 5:00 p.m. and before 8:00 a.m., Monday through Friday, all day Saturday, Sunday, and on holidays.

Non-Recurring Charge ("NRC") - The initial charge, usually assessed on a one-time basis, to initiate and establish a service or feature.

NPA - Numbering Plan Area or area code.

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

Off-Hook - The active condition of Switched Access service or a telephone exchange line.

On-Hook - The idle condition of Switched Access service or a telephone exchange line.

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

ORS – The South Carolina Office of Regulatory Staff.

Other Common Carrier – Denotes a specialized or other type of common carrier authorized by the Federal Communications Commission to provide domestic or international communications service.

PIC Authorization - A Customer's or End User's selection of a PIC that meets the requirements of federal and state law.

PIC - Primary Interexchange Carrier.

Point of Presence or POP - The physical location associated with an Interexchange Carrier's communication and switching systems, or any other location specified by an Interexchange Carrier for interconnection of switched access services to facilities owned, controlled, or designated by that Interexchange Carrier.

Point of Termination - The point of demarcation within a Customer or End User Premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and Customer-provided or End User-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

Premises - A building, portion of a building in a multi-tenant building, or buildings on continuous property not separated by a highway. May also denote a Customer-owned enclosure or utility vault located above or below ground on private property or on Customer acquired right-of-way.

Presubscription - An arrangement whereby an End User selects and designates to the Company or other LEC a Carrier that user wishes to access, without an access code, for completing interLATA and/or intraLATA toll calls. The selected Carrier is referred to as the Primary Interexchange Carrier (PIC).

Primary Interexchange Carrier (PIC) - The Interexchange Carrier (IXC) designated by the End User as its first routing choice and primary overflow carrier for routing of 1+ direct dialed and operator assisted non-local calls.

Private Line - A service that provides dedicated path between one or more Customer Premises.

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

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

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

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

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

Service Commencement Date – In the case of a Constructive Order, the first day of use of the Company's facilities or services by the Customer. In the case of order types for which usage has not begun, the first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards in the service order or this tariff, in which case the service commencement date is the date of the Customer's acceptance. Except in the case of Constructive Orders, the Company and Customer may mutually agree on a substitute Service Commencement Date.

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

Special Access - See Dedicated Access.

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

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

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

Tandem Switch - See Access Tandem.

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

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

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

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

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

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

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

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

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Sage Telecom Communications, LLC

2.1.1 The Company undertakes to furnish communications service pursuant to the terms of this tariff.

2.1.2 The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

2.1.3 The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

2.1.4 The Company arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers in accordance with the terms and conditions set forth under this tariff. The Customer shall be responsible for all charges due for such service arrangements.

2.1.5 The Company may use any available technology, equipment, and facilities to provide the services described in this Tariff, and may alter, relocate, or replace such technology, equipment, and facilities at its discretion without notice to Customers, except when any such action requires modification of the facilities used by Customers to interconnect with the Company. The Company may, in its sole discretion, provide services under this Tariff using its own facilities, using facilities owned by other entities, including without limitation an Underlying Carrier, by resale of services purchased from other entities, or any combination of the foregoing. Any references in this Tariff to the Company’s facilities, entities, or any combination of the foregoing. Any references in this Tariff to the Company’s facilities, Company’s network, or the like, include such third-party facilities and resold services as the case may be.

2.2 Use of the Company's Service

2.2.1 Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.

2.2.2 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.3 Any service provided under this tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service. The Company may require applicants for service who intend to use the Company's offerings for resale, shared and/or joint use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.

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

2.3 Limitations

2.3.1 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

2.3.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and equipment and is limited to the capacity of the Company's facilities as well as facilities and services the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

2.3.3 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.

2.3.4 The Company may block any signals being transmitted over its network by Customers that cause interference to the Company or other users. Customer shall not be relieved of all obligations to make payments for charges relating to any blocked service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.

2.3.5 The Company reserves the right to discontinue service when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.

2.3.6 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 effect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

2.3.7 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.

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

2.4 Assignment and Transfer

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties to a) any entity controlling, controlled by or under common control with the Company, whether direct or indirect; b) under any sale or transfer of all or substantially all the assets of the Company within the applicable state or states; or c) under any financing, merger or reorganization of the Company.

2.5 Application for Service

Customers may be required to enter into written or oral service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company. However, a Customer's failure to provide or execute any document pursuant to this Section shall not affect the Customer's obligations under any provision of this Tariff.

2.6 Ownership of Facilities

2.6.1 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code.

2.6.2 Title to all facilities utilized by the Company to provide service under the provisions of this tariff shall remain with the Company, its partners, agents, contractors or suppliers. Such facilities shall be returned to the Company, its partners, agents, contractors or suppliers by the Customer, whenever requested, within a reasonable period following the request in original condition, reasonable wear and tear expected.

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

2.7 Liability of the Company

2.7.1 The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, changing or removing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate, at the sole discretion of the Company) to the period during which such error, mistake, omission, interruption or delay occurs.

2.7.2 In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including, without limitation, lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.

2.7.3 When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.

2.7.4 The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with FCC, or other relevant Commission, rules and regulations.

2.7.5 The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, End Users, or by facilities or equipment provided by the Customer.

2.7.6 No liability shall attach to the Company by reason of any defacement or damage to the Customer's premises resulting from the existence of the Company's equipment or facilities on such premises, or by the installation or removal thereof, when such defacement or damage is not the result of the gross negligence or intentional misconduct of the Company or its employees.

2.7.7 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.

2.7.8 The Company makes no warranties or representations, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

2.7.9 Failure by the Company to assert its rights under a provision of this tariff does not preclude the Company from asserting its rights under other provisions.

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

2.8 Liability of the Customer

2.8.1 The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

2.8.2 To the extent caused by the acts or omissions of the Customer as described in 2.8.1, preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided to such third party.

2.8.3 A Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

2.8.4 The Customer shall be fully liable for any damages, including, without limitation, usage charges, that the Customer may incur as a result of the unauthorized use of services provided to a Customer. Unauthorized use occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff. The unauthorized use of the Company's services includes, but is not limited to, the placement of calls from the Customer's premises, and the placement of calls through equipment controlled and/or provided by the Customer, that are transmitted over the Company's network without the authorization of the Customer. The Customer shall be fully liable for all such usage charges.

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

2.9 Obligations of the Customer

2.9.1 The Customer is responsible for making proper application for service; for placing any necessary orders; for complying with tariff regulations; and for payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

A. reimbursing the Company for damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the non-compliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer premises, unless caused by the gross negligence or intentional misconduct of the employees or agents of the Company;

B. providing at no charge, as specified from time to time by the Company, any needed equipment, secured space, power, supporting structures, and conduit to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

C. obtaining, maintaining and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of cable and associated equipment used to provide communications services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.9.1.B. Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, 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;

D. 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 facilities and equipment; the Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company; the Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;

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

2.9 Obligations of the Customer (Continued)

2.9.1 (continued)

E. 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 facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible under Section 2.9.1.C.; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

F. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities;

G. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer, such agreement not to be reasonably withheld or denied. No allowance will be made for the period during which service is interrupted for such purposes;

H. taking all steps necessary to cancel or otherwise discontinue any service(s) to be replaced by any of the Company's service(s) as described herein; and

I. ensuring that any Customer provided equipment and/or systems are properly interfaced with Company facilities or services, that the signals emitted into Company's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers.

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

2.9 Obligations of the Customer (Continued)

2.9.2 With regard to access services provided by the Company, specific Customer responsibilities include, but are not limited to the following:

A. Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria, or operating or maintenance characteristics of the facilities.

B. Network Contingency Coordination

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.

C. Jurisdictional Reports

(1) Report Requirements for Access Services

All charges (i.e. monthly rates, usage rates, and nonrecurring charges) are prorated between interstate and intrastate based on industry practices as set forth in this section.

(2) Procedure for Determining Call Jurisdiction

For traffic originated by the Customer and terminated by the Company, the Company shall compare the terminating NPA-NXX of the called Sage local service customer to the Local Routing Number (“LRN”) field of the EMI access records, where such LRN field is properly populated. Where such LRN field is not properly populated, and for all other traffic, the Company shall compare its local service customer's NPA-NXX to the originating Automatic Number Identification (“ANI”) or to the calling NPA-NXX, except that the Company shall use the Percent Interstate Use (“PIU”) when the originating ANI is not available or when the jurisdiction of the call cannot otherwise be determined.

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

2.9 Obligations of the Customer (Continued)

2.9.2 (continued)

D. Jurisdictional Definitions

Interstate – A call is an interstate communication if it involves dial-up access to the Internet or if the NPA/NXX of the Sage local service customer placing or receiving the call is not within the same state as the called or calling party respectively.

Intrastate – Except for ISP dial-up calls which are inherently interstate, a call is an intrastate communication if the NPA-NXX of the Sage local service customer placing or receiving the call is within the same state as the called or calling party respectively.

E. Jurisdictional Percentages and Determination of Access Charges

Usage-sensitive and non-usage-sensitive rates and nonrecurring charges, including those associated with optional features, shall be prorated based on the call jurisdiction determined through the procedure set forth in 2.9.2.C.(2), above. When a PIU must be used, it shall be expressed as a whole number between 0 and 100. The sum of the PIU and the intrastate jurisdictional percentage (IJP) must equal 100%. The IJP is determined by subtracting the PIU from 100. When a PIU must be used, the PIU factor and IJP factor serve as the basis for development of interstate and intrastate charges to the Customer pursuant to the procedure identified in 2.9.2.C.(2), above. When a PIU must be used for non-usage sensitive and nonrecurring rates, the quantity of service is multiplied by the PIU and IJP factors and by the applicable tariff rate to develop the charge. When a PIU must be used for usage sensitive rates, the quantity of usage-sensitive units is multiplied by the PIU and IJP factors and by the applicable tariff rate to develop the charge.

Separate PIU factors, when PIU factors are applicable pursuant to 2.9.2.C.(2) above, are required for originating or terminating usage.

F. Interstate PIU

The PIU will be established by the Company or provided by the Interexchange Carrier (IXC) customer as described following:

(1) Company-Developed PIU

Where the Company can, pursuant to 2.9.2.C.(2), above, adequately determine the jurisdiction of an originating or terminating call from the call detail, the Company will bill according to the jurisdiction of the call as determined from that call detail.

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

2.9 Obligations of the Customer (Continued)

2.9.2 (continued)

F. Interstate PIU (continued)

(2) Customer-Provided PIU

Where the Company does not possess the capability to adequately determine the jurisdiction of a switched access service, a PIU factor must be reported by the Customer to the Company, as follows:

The Customer will provide a projected interstate usage percentage for originating (FGA, FGB, and FGD) access minutes for each LATA from which the Customer may originate or terminate traffic. The specified percentage will be applied to all end offices to which the Customer may originate or terminate traffic within the LATA.

All PIU factors provided in a report update must be furnished via a letter. PIU factors provided via letter will be kept on file by the Company.

For FGA and FGB, pursuant to Federal Communications Commission Order FCC 85-145 (adopted April 16, 1985), when the Customer does not have sufficient data to determine jurisdiction, the PIU is to be developed as though every call that enters the Customer's network at a point within the same state as that in which the called station is situated (as designated by the called station number) is an intrastate communication. Every call for which the point of entry is in a state other than that where the called station is situated (as designated by the called station number) in an interstate communication.

G. Intrastate IJP

(1) Company-Developed IJP

Where the Company can, pursuant to 2.9.2.C.(2), above, adequately determine the jurisdiction of an originating or terminating call from the call detail, the Company will bill according to the jurisdiction of the call as determined from that call detail.

(2) Customer-Provided IJP

Where the Company does not possess the capability to adequately determine the jurisdiction of a switched access service, the Company will determine the IJP for the service by subtracting the Customer-provided PIU from 100.

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

2.9 Obligations of the Customer (Continued)

2.9.2 (continued)

H. Report Updates

(1) Annual Requirements

The Customer shall provide to the Company by April 15 of each year a written report which provides the methodology utilized by the Customer to develop the PIU factors provided in the quarterly report.

If the Customer does not provide the annual report by April 15 of each year, the Customer will be notified by certified mail that if the annual report is not received within thirty (30) calendar days of the receipt of the notice, the Company will designate its default PIU factor of 50% for each service, with the exception of originating 700 Access Service which is arranged for interstate use. For originating 700 Access Service, the Company will designate a PIU factor of 0%. Such factors will be applied pursuant to 2.9.2.C.(2), above, to the next billing cycle following the thirty (30) day notice period and will be utilized until the Customer provides an annual report. Once the Customer does provide an annual report, the Company will update the Customer's PIU factors within fifteen (15) business days utilizing the most current PIU reported by the Customer.

I. Quarterly Update Requirements

The Customer is required to provide updates to the PIU reports. Upon receipt by the Company, the revised report will serve as the basis for future billing pursuant to 2.9.2.C.(2), above, and will be effective on the next bill date for that service. No prorating or back billing will be done based on the report. The revised report will be used by the Company to apportion usage rates pursuant to 2.9.2.C.(2), above.

(1) Effective on the first of January, April, July, and October of each year, the Customer will update the PIU reports. The Customer will forward to the Company, to be received no later than fifteen (15) business days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate use. The revised report will serve as the basis for the next three months billing pursuant to 2.9.2.C.(2), above.

(2) When the Customer does not provide a quarterly update report, but has complied with the annual report requirements, the Company will assume the percentages to be the same as those provided in the last quarterly update report received by the Company. When the Customer does not provide a quarterly update report and has not complied with the annual report requirements, the default PIU will be applied pursuant to 2.9.2.C.(2), above.

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

2.9 Obligations of the Customer (Continued)

2.9.2 (continued)

J. Audit of Jurisdictional Accuracy

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

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

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

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

2.10 Billing and Payment For Service

2.10.1 Responsibility for Charges

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

A. any delegation of authority resulting in the use of Customer's communications equipment and/or network services that result in the placement of calls via the Company;

B. any and all use of the service arrangement provided by the Company, including calls which the Customer did not individually authorize;

C. any calls placed by or through the Customer's equipment via any remote access feature(s);

2.10.2 Minimum Period

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

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

2.10 Billing and Payment For Service (Continued)

2.10.3 Payment for Service

A. All charges due from the Customer are payable to the Company or any agent duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agent and subject to the rules of regulatory bodies having jurisdiction.

B. Non-recurring charges for installations, service connections, moves or rearrangements are due and payable upon receipt of the Company's invoice by the Customer. At the Company's discretion, payment of all or a portion of any non-recurring charges may be required prior to commencement of facility or equipment installation or construction required to provide the services requested by the Customer.

C. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable as specified on the bill.

D. When billing is based upon Customer usage, usage charges will be billed monthly in arrears for service provided in the preceding billing period. Charges shall be due and payable as specified on the bill.

E. Customer billing will begin on the service commencement date, which is the day the Company determines in its reasonable sole discretion that the service or facility is available for use, except that the service commencement date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards under this tariff or the service order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

F. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 (thirty) days.

G. Amounts not paid within 30 (thirty) days after the mailing date of invoice will be considered past due. The Company will charge a late fee that does not exceed one and one-half percent on any balance brought forward past the due date. (SC Reg. 103-622.2)

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

2.10 Billing and Payment For Service (Continued)

2.10.4 Disputed Charges

A. Any objections to billed charges must be reported to the Company or its billing agent within sixty (60) days of the invoice of the bill issued to the Customer. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

B. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount including a detailed written explanation of the basis of the dispute. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within sixty (60) days of the invoice date of the bill for the disputed services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.

C. Filing a dispute does not eliminate or postpone the Customer’s obligation to pay billed charges. The Company may treat any dispute of charges that have not been paid on a timely basis as a bad-faith claim, and may reject the dispute for that reason alone.

D. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.

E. If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending settlement of the disputed amount shall be subject to the late payment penalty as set forth in 2.10.5.

F. If the dispute is resolved in favor of the Customer after the Customer has paid the disputed amount, the Customer will receive an interest credit from the Company for the disputed amount times a late factor as set forth in 2.10.5 from the date of actual payment to the date of resolution of the dispute.

G. If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.

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

2.10 Billing and Payment For Service (Continued)

2.10.5 Late Payment Fees

A maximum of one and one-half percent (1 ½%) may be added to any unpaid balance brought forward from the previous billing date to cover the cost of collection and carrying accounts in arrears.

2.10.6 Returned Check Charge

Return check charges may be applied in an amount not to exceed that allowed pursuant to S.C. Code Section 34-11-70.

2.11 Taxes, Surcharges and Fees

2.11.1 All taxes, including state and local taxes (i.e., sales tax, municipal utilities tax), are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff. To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, sales tax, occupation tax, license tax, permit fee, rights-of-way fee, franchise fee, or other regulatory fee or tax, such and fees and taxes shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government. It shall be the responsibility of the Customer to pay any such taxes and fees that subsequently become applicable retroactively.

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

2.12 Deposits and Advanced Payments

2.12.1 General

The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures. Where a Customer's creditworthiness is unacceptable to the Company, the Company may refuse to provide service, require a deposit, or otherwise restrict or interrupt service to a Customer.

2.12.2 Deposits

A. The Company may require from any customer or from any prospective customer, a deposit intended to guarantee payment of bills for regulated service, if any of the following conditions exist:

1. The customer has had two 30-day arrearages in the past 24 months, or the customer has been sent two or more late payment notices in the past 9 months; or

2. A new customer cannot furnish either an acceptable co-signer or guarantor who is a customer of the utility within the State of South Carolina to guarantee payment; or

3. The customer’s gross monthly billing increases; or

4. A customer has had his service terminated by any telephone utility for non-payment or fraudulent use; or

5. The utility determines, through use of commercially acceptable methods, that the customer’s credit and financial condition so warrants.

B. Simple interest on deposits at the rate not less than that as prescribed by the Commission shall be paid by the telephone Company to each customer required to make such deposit for the time it is held by the telephone utility. The interest shall be accrued annually and payment of such interest shall be made to the customer at least every two (2) years and at the time the deposit is returned.

C. Deposit shall be refunded completely with interest after two years unless the customer has had two 30-day arrearages in the past 24 months, or has had service denied or interrupted for non-payment of bills, or has been sent more than two late payment notices in the past 9 months, or has a returned check in the past 6 months. Sage may require Customer deposits. The amount of the deposits will conform to SC Regulation 103-621.2. Interest will be paid on these deposits pursuant to SC Regulation 103-621.3 and 103-621-5.

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

2.13 Cancellation by Customer

2.13.1 General

A. Customers of the Company's service may cancel service by providing the Company with written or oral notification thirty (30) days prior to the requested cancellation date. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until thirty (30) days after the date that the cancellation notice is received, whichever is later.

B. Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or terminating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service.

2.13.2 Cancellation of Contract Services

A. If a Customer cancels a service order or terminates services before the completion of the term or where the Customer breaches the terms in the service contract, the Customer may be requested by the Company to pay to Company termination liability charges. These charges shall become due and owing as of the effective date of the cancellation or termination. Unless otherwise specified in this tariff, the termination liability shall be equal to:

(1) all unpaid nonrecurring charges reasonably expended by the Company to establish service to Customer, plus;

(2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus;

(3) all recurring charges specified in the applicable service order for the balance of the then current term.

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

2.13 Cancellation by Customer (Continued)

2.13.3 Cancellation of Application for Service

A. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

D. The charges described above will be calculated and applied on a case-by-case basis.

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

2.14 Cancellation by Company

2.14.1 Service continues to be provided until canceled by the Customer pursuant to Section 2.13 or until discontinued by the Company. The Company may render bills subsequent to the termination of service for charges incurred before termination. The Customer shall pay such bills in full in accordance with the payment terms of this tariff.

2.14.2 The Company may refuse or discontinue service to a Customer without notice under the following conditions:

A. In the event of a condition determined by the utility to be hazardous or dangerous.

B. In the event of customer use of equipment in such a manner as to adversely affect the utility's service to others.

C. In the event of an unauthorized use of telephone service.

D. In the event of a customer-owned coin-operated telephone (COCOT) violation of a Commission Order of which the COCOT has been notified and has failed to correct the violation within the amount of time specified in the notification.

E. Any other reason pursuant to South Carolina Regulation 103-625.

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

2.14 Cancellation by Company (Continued)

2.14.3 The Company may refuse or discontinue service provided that, unless otherwise stated, the Customer shall be given five (5) days written notice to comply with any rule or remedy any deficiency:

A. For nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may refuse, suspend or cancel service without incurring any liability when there is an unpaid balance for service that is past due.

B. For returned checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, may, at the Company's discretion, be subject to refusal, suspension or cancellation of service in the same manner as provided for nonpayment of overdue charges.

C. For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.

D. For Customer use or Customer's permitting use of obscene, profane or grossly abusive language over the Company's facilities, and who, after five (5) days notice, fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premises of such person.

E. For use of telephone service for any property or purpose other than that described in the application.

F. For Customer's breach of any contract for service between the Company and the Customer.

G. For periods of inactivity in excess of sixty (60) days.

H. Any other reason pursuant to South Carolina Regulation 103-625.

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

2.15 Restoration of Service

2.15.1 If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes service continued, service may be restored at the Company's sole discretion, when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected. Customers whose service was disconnected for non-payment may be required to pay a deposit, not more than the amount prescribed by SC Regulation 103-621.2 prior to service restoration.

2.15.2 A restoration fee of $25.00, or the actual costs incurred by the Company plus an administrative charge, whichever is greater, applies to Customers whose service is restored following disconnection by the Company.

2.15.3 Restoration of disrupted services shall be in accordance with applicable Commission and/or Federal Communications Commission Rules and Regulations specified in 47 C.F.R., Chapter I, Part 64, , Appendix A, which specify the priority system for such activities.

2.16 Provision of Company Equipment and Facilities

2.16.1 The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

2.16.2 The Company 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 to the Customer except following required notice procedures.

2.16.3 Equipment the Company provides or installs at the Customer premises shall not be used for any purpose other than that for which the equipment is provided.

2.16.4 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished under this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

A. the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or

B. the reception of signals by Customer-provided equipment; or

C. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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

2.17 Interconnection

2.17.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.

2.17.2 Connection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or systems with Company's facilities. Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

2.17.3 The Customer shall ensure that the facilities or equipment provided by another carrier are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon five (5) days written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon additional five (5) days written notice, terminate the existing service of the Customer.

2.17.4 If harm to the Company's network, personnel or services is imminent due to interconnection with another carrier's services, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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

2.18 Customer-Provided Equipment

2.18.1 The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not represent that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.18.2 Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's network.

2.18.3 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. 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 to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

2.18.4 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements under this Section 2.18 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

2.18.5 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action, as it deems necessary to protect its facilities, equipment, and personnel. The Company may, upon five (5) days written notice, require the use of additional protective equipment at the Customer's expense. If this written notice fails to remedy any protective deficiencies or potential harm, the Company may, upon additional five (5) days written notice, terminate the existing service of the Customer.

2.18.6 If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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

2.19 Inspection, Testing and Adjustments

2.19.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions. Records of tests and interruptions shall be kept including the time, date, duration and cause for testing of interruption. These records will be made available to the ORS upon request.

2.19.2 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four (24) hours in length and is requested by the Customer.

2.19.3 The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period applies to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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

2.20 Allowances for Interruptions in Service

2.20.1 General

A. Upon the written request of the Customer, delivered to the Company no later than thirty (30) days following the date of service interruption, a credit allowance will be given when service is interrupted, except as specified in Section 2.20.2 following. 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 tariff.

B. An interruption period begins when the Customer reports to the Company a service, facility or circuit is inoperative and, if necessary, releases it for testing and repair by the Company, as determined in its sole and reasonable discretion. 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, refuses access to its premises for test and repair by the Company, or continues to make voluntary use of the service, 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 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.

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

2.20 Allowances for Interruption in Service (Continued)

2.20.2 Limitations of Allowances

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

(1) due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;

(2) due to the failure of power, equipment, systems, connections or services not provided by the Company;

(3) due to circumstances or causes beyond the reasonable control of the Company;

(4) 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;

(5) 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;

(6) when the Customer is known to have planned or participated in terrorism or in acts that may cause harm to citizens;

(7) that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and

(8) that was not reported to the Company within thirty (30) days of the date that service was affected.

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

2.20 Allowances for Interruptions in Service (Continued)

2.20.3 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.

2.20.4 Application of Credits for Interruptions in Service

A. Except as provided in Section 2.20.2 A., if a Customer's service is interrupted, and it remains interrupted for eight (8) normal working hours or longer after access to the premises is made available and after being reported to be out of order, appropriate adjustments or refunds shall be made to the Customer, when such adjustment exceeds $1.00.

B. The amount of adjustment or refund shall be determined on the basis of the known period of interruption; generally beginning from the time the service interruption is first reported. The refund to the Customer shall be a pro rata part of the month's flat rate charges (if any) for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for the service.

C. For purposes of credit computation every month shall be considered to have seven hundred and twenty (720) hours. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than eight (8) hours. The Customer shall be credited for an interruption of eight (8) or more hours at the rate of 1/720th of the monthly charge for the services affected for each day that the interruption continues. The formula used for computation of credits is as follows:

Credit = A/720 x B

A = outage time in hours (must be 8 or more)
B = total monthly recurring charge for affected service.

D. No credits will be provided for usage sensitive services.

E. Cellular and other wireless transmission and Internet-based calling is subject to interruptions including but not limited to, dropped calls, interrupted calls, unintelligible calls, one-way audio and other problems created by factors beyond Company's control. Under no circumstances will Company provide credit or payment of any kind for calls that experience problems related to cellular or other wireless transmissions or for calls that experience problems related to Internet-based communications including but not limited to those calls that transcend wireline and Voice over Internet Protocol (“VoIP”) networks.

Issued By:
Nathan R. Johnson
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10440 N. Central Expressway, Suite 700
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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.21 Notices and Communications

2.21.1 The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.21.2 The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on bills for service to which the Customer shall mail payment on that bill.

2.21.3 Notice of a pending disconnection of a Customer's service may contain the reason for the notice, the date of the notice, a description of any remedies the Customer may make, the time allotted for the Customer to make remedies (if any), and a toll free customer service number the Customer may call to obtain additional information.

2.21.4 Except as otherwise stated in this tariff, all other notices or communications required to be given under this tariff will be in writing.

2.21.5 Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the second 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.

2.21.6 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.22 Mixed Interstate and Intrastate Switched Access Services

2.22.1 When mixed interstate and intrastate switched access service is provided, all charges, including nonrecurring charges, usage charges, and optional features changes shall be determined through the procedure set forth in 2.9.2, above.

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

2.23 Identification and Rating of VoIP-PSTN Traffic

2.23.1 Scope

VoIP-PSTN Traffic is the traffic exchanged in time division multiplexing ("TDM") format that originates and/or terminates in Internet protocol ("IP") format. This section governs the identification of VoIP-PSTN Traffic that is required to be compensated at interstate access rates (unless the parties have agreed otherwise) by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90 et. Al., FCC No. 11-161 (November 18, 2011) ("FCC Order"). Specifically, this section establishes the method of separating such traffic (referred to in this tariff as "Relevant VoIP-PSTN Traffic") from the Customer's traditional intrastate access traffic, so that such Relevant VoIP-PSTN Traffic can be billed in accordance with the FCC Order.

2.23.2 Rating of VoIP-PSTN Traffic

The Relevant VoIP-PSTN Traffic identified in accordance with this tariff section will be billed in accordance with the Company's applicable interstate switched access Tariff FCC No. 5.

2.23.3 Calculation and Application of Percent-VoIP-PSTN-Usage Factor

The Company will determine the number of Relevant VoIP-PSTN Traffic minutes of use ("MOU") to which interstate rates will be applied under subsection 2.23.2, above, by applying a Percent VoIP Usage ("PVU") factor to the total intrastate access MOU (however determined – either based on call detail information or PIU) exchanged between the Company and the Customer. The PVU will be derived and applied as follows:

A. The Customer will calculate and furnish to the Company a factor (the "PVU-A") representing the whole number percentage of the total originating or terminating access MOU that the Customer exchanges with the Company in the State, that (a) is sent to the Company and that originates in IP format; and (b) is received from the Company and terminates in IP format. This PVU-A shall be based on information such as the number of Customer's retain VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.

B. Company will, likewise, calculate a factor (the "PVU-B") representing the percentage of the Company's total access MOU in the State that the Company originates or terminates in IP format. This PVU-B shall be based on information such as the number of the Company's retain VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.

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

2.23 Identification and Rating of VoIP-PSTN Traffic (Continued)

2.23.3 (Continued)

C. The Company will use the PVU-A and PVU-B factors to calculate an effective PVU factor that represents the percentage of total access MOU exchanged between the Company and the Customer that is originated and/or terminated in IP format, whether at the Company's end, at the Customer's end, or at both ends. The effective PVU factor will be calculated as the sum of: (A) the PVU-A factor and (B) the PVU-B factor times (1.0 minus the PVU-A factor).

D. The Company will apply the effective PVU factor to the total intrastate access MOU exchanged with the Customer to determine the number of Relevant VoIP-PSTN Traffic MOUs.

Example 1: The PVU-B is 10% and the PVU-A is 40%. The effective PVU factor is equal to 40% + (10% x 6-%) = 46%. The Company will bill 46% of the Customer's intrastate access MOU in accordance with the Company's applicable interstate switched access tariff.

Example 2: The PVU-B is 10% and the PVU-A is 0%. The effective PVU factor is 0% + (10% x 100%) = 10%. The Company will bill 10% of the Customer's intrastate access MOU in accordance with the Company's applicable interstate switched access tariff.

Example 3: The PVU-A is 100%. No matter what the PVU-B factor is, the effective PVU is 100%. The Company will bill 100% of the Customer's intrastate access MOU in accordance with the Company's applicable interstate switched access tariff.

E. If the Customer does not furnish the Company with a PVU-A pursuant to the preceding paragraph 1, the Company will utilize an effective PVU equal to the PVU-B.

F. The Customer shall not modify their reported PIU factor to account for VoIP-PSTN Traffic.

2.23.4 Initial PVU Factor

Once the factor is available and can be implemented the Company will adjust the Customer's bills to reflect the PVU retroactively to December 29, 2011. In calculating the initial PVU, the Company will take the Customer-specified PVU-A into account retroactively to December 29, 2011, provided that the Customer provides the factor to the Company no later than April 15, 2012; otherwise, it will be the initial PVU equal to the PVU-B, as specified in subsection 2.23.3.E, above.

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

2.23 Identification and Rating of VoIP-PSTN Traffic (Continued)

2.23.5 PVU Factor Updates

The Customer may update the PVU-A factor or the Company may update the PVU-B quarterly using the method set forth in subsection 2.23.3.A or 2.23.3.B, respectively, above. If the Customer chooses to submit such updates, it shall forward to the Company no later than 15 days after the first day of January, April, July, and/or October of each year, a revised PVU-A factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. The Company will use the revised PVU-A to calculate a revised PVU. The revised PVU factor will apply prospectively and serve as the basis for billing until superseded by a new PVU.

2.23.6 PVU Factor Verification

Not more than twice in any year, the Company may ask the Customer to verify the PVU-A factor furnished to the Company and Customer may ask the Company to verify the PVU-B factor and the calculation of the PVU factor. The party so requested shall comply, and shall reasonable provide the records and other information used to determine the respective PVU-A and PVU-B factors. The Customer shall retain the call detail, work papers and/or other information used to develop the PVU factor for a minimum of one year. No prorating or back billing will be done based on updated PVU factors.

2.24 Marketing

As a telephone utility under the regulation of the Public Service Commission of South Carolina, Carrier does hereby assert and affirm that as a reseller of intrastate telecommunications service, Carrier will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and will comply with those marketing procedures, if any, set forth by the Public Service Commission. Additionally, Carrier will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. Carrier understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the state of South Carolina.

SECTION 3 - SWITCHED ACCESS SERVICE

3.1 General

3.1.1 Switched Access Service provides a two-point communications path between a Customer's Premises and an End User's Premises for the duration of the call. It provides for the ability to originate calls from an End User's Premises to a Customer's Premises and to terminate calls from a Customer's Premises to an End User's Premises.

3.1.2 When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

3.1.3 In the absence of an ASR as described in Section 3.4, delivery of calls to, or acceptance of calls from, the Customer's End User Point of Presence via Company-provided switched access services shall constitute a Constructive Order and an agreement by the Customer to purchase the Company's switched access services as described and priced herein.

3.2 Manner of Provision

3.2.1 Switched Access is furnished for originating and terminating Calls.

3.2.2 Switched Access is furnished on a per-line or per trunk basis.

3.2.3 Originating traffic type represents access capacity within a LATA for carrying Calls originated by an End User to the Customer; and Terminating traffic type represents access capacity within a LATA for carrying Calls originated from the Customer to the End User. When ordering capacity for Switched Access, the Customer must at a minimum specify such access capacity in terms of originating traffic type and/or terminating traffic type.

3.2.4 Switched Access is provisioned, at minimum, at the DS-1 level and provides line-side or trunk-side access to End Office switches for the Customer's use in originating and terminating communications. Basic Switched Access service will be provided with Multi-Frequency In Band Signaling (SS7 is also available, where capabilities exist).

SECTION 3 – SWITCHED ACCESS (CONT'D)

3.2 Manner of Provision (Continued)

3.2.5 Two types of Switched Access are available:

A. Tandem Connect Access: This option applies when the Customer has no direct facilities to the End Office. Traffic is routed to and from the Company's End Office via a third-party tandem provider selected by Customer. Delivery of calls to, or acceptance of calls from, the Customer's End User location(s) via Company-provided Tandem Connect Access services shall constitute a Constructive Order and an agreement by the Customer to purchase the Company's switched access services as described and priced herein.

B. Direct Connect Access: This option applies when the Customer is connected by dedicated facilities to a Company End Office. The dedicated facilities may be self-provisioned by the Customer, or obtained from a third-party carrier at its own expense. Upon request between the Customer's Premises and the End Office, to the extent that the Company is able to provide dedicated facilities between the Customer's premises and an End Office, such arrangements would be provided on an Individual Case Basis as Special Service Arrangements pursuant to Section 6.2 of this tariff.

3.3 Switched Access Service

3.3.1 Switched Transport

For traffic that EMI records indicate was tandem switched (for example, when traffic is not routed via a direct end office trunk), switched transport rate elements shall apply. As used in this Section 3.3.1, "switched transport rate elements" include (without limitation) tandem switched termination rate elements, tandem switched facility rate elements, tandem switching rate elements, and common transport multiplexing rate elements.

3.3.2 End Office Switching

The End Office Switching rate category establishes the charges related to the use of end office switching equipment, the terminations in the end office of End User lines, the terminations of calls at Company Intercept Operators or recordings, the Signaling Transfer Point (STP) costs, and the SS7 signaling function has between the end office and the STP.

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

3.4 Access Ordering

3.4.1 General

A. Customers may order switched access through a Constructive Order, as defined herein, or through an ASR. The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.

B. A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.

C. The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:

(1) Customer name and Premises address(es);

(2) Billing name and address (when different from Customer name and address); and

(3) Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

3.4.2 Access Service Date Intervals

A. Access Service is provided with Standard or Negotiated Intervals.

B. The Company will specify a firm order confirmation date and Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:

(1) For service provided under a Standard Interval: The Standard Interval for Switched Service will be sixty (60) business days from the Application Date. This interval only applies to standard service offerings where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.

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

3.4 Access Ordering (Continued)

3.4.2 Access Service Date Intervals (continued)

B. (continued)

(2) For service provided under a Negotiated Interval: The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six (6) months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date, except as otherwise agreed by the Company in writing. The Company will negotiate a Service Date interval with the Customer when:

(a) The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or

(b) There is no existing facility connecting the Customer Premises with the Company; or

(c) The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if additional engineering or special construction is required to complete the order); or

(d) The Company determines that Access Service cannot be installed within the Standard Interval.

C. All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

3.4.3 Access Service Request Modifications

The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours.

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

3.5 Special Construction or Special Service Arrangements

3.5.1 Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of Company facilities or development of special service arrangements may be undertaken by the Company on a reasonable-efforts basis at the request of the Customer. Such construction or arrangements will be provided pursuant to regulations contained in Section 6 of this tariff.

3.6 Obligations of the Company

3.6.1 With regard to access services provided by the Company, specific Company responsibilities include, but are not limited to the following:

A. Network Management

The Company will administer its network to ensure that provision of acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with minimal delay encountered within the Company network. The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of traffic, over any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

B. Design and Traffic Routing of Switched Access Service

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the End Offices. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment.

Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans. If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

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

3.7 Obligations of the Customer

3.7.1 The Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are in addition to obligations specified in Section 2.9 of this tariff and are as follows:

A. Report Requirements

Customers are responsible for providing the following reports to the Company, when applicable:

Jurisdictional Reports

When a Customer orders Switched Access Service that may be used for both interstate and intrastate traffic, the Customer is responsible for providing reports as set forth in Section 2.9.2, preceding. Charges will be apportioned in accordance with those reports.

B. On and Off-Hook Supervision

The Customer's facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.

3.8 Rate Regulations

3.8.1 General

There are three types of rates and charges that apply to Switched Access Service provided by the Company. These are monthly recurring charges, usage charges, and nonrecurring charges.

3.8.2 Types of Charges

A. Nonrecurring charges are one-time charges that apply for a specific work activity (e.g., installation or change to an existing service). Non-recurring charges may apply for installation of service, installation of optional features and service rearrangements.

B. Recurring Charges are flat monthly rates that apply for each month or fraction thereof that a specific rate element is provided. For billing purposes, each month is considered to have thirty (30) days.

C. Usage Charges are rates that apply only when a specific rate element is used. These are applied on a per-access minute, a per-call or per-query basis. Usage rates are accumulated over a monthly period.

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

3.8 Rate Regulations (Continued)

3.8.3 Measurement of Access Minutes

A. When recording originating calls over Switched Access Service with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over Switched Access Service ends when the originating Switched Access Service entry switch receives disconnect supervision from either the originating End User's End Office (indicating that the originating End User has disconnected), or from the Customer's facilities, whichever is recognized first by the entry switch.

B. For terminating calls over Switched Access Service with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Customer’s trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over Switched Access Service ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

C. When recording originating calls over Switched Access Service with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating Switched Access Service usage ends when the entry switch receives or sends a release message, whichever occurs first.

D. For terminating calls over Switched Access Service with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed trunk groups or on tandem routed trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating Switched Access Service call usage ends when the entry switch receives or sends a release message, whichever occurs first.

E. Mileage, where applicable, will be measured in accordance with standard industry practices.

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

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

3.8 Rate Regulations (Continued)

3.8.4 Moves

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

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

(2) The Customer's Premises

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

(1) Moves Within the Same Building

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

(2) Moves to a Different Building

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

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

3.8 Rate Regulations (Continued)

3.8.5 Installation of Optional Features

A. If a separate nonrecurring charge applies for the installation of an optional feature available with Switched Access Service, the charge applies whether the feature is installed coincident with the initial installation of service or at any time subsequent to the initial installation of service.

B. For all other changes, including the addition of, or modifications to, optional features without separate nonrecurring charges, a charge equal to one half the Switched Transport nonrecurring (i.e. installation) charge will apply. When an optional feature is not required on each transmission path, but rather for an entire transmission path group, an end office or an access tandem switch, only one such charge will apply.

3.8.6 Service Rearrangements

A. Service rearrangements are changes to existing services which do not result in either a change in the minimum period requirements or a change in the physical location of the point of termination at the Customer's premises or the Customer's End User's premises. Changes, which result in the establishment of new minimum period obligations, are treated as disconnects and starts.

B. The charge to the Customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves an actual physical change to the service.

C. Administrative changes will be made without charge(s) to the Customer. Such changes require the continued provision and billing of the Access Service to the same entity or change in jurisdiction.

SECTION 4 – RATES AND CHARGES

4.1 Carrier Common Line Access

Originating Per Access Minute	$0.0000
Terminating Per Access Minute	$0.0000
8YY Database Query, Per Call	$0.004000

4.2 Switched Access Service

4.2.1 Switched Transport

Tandem-Switched Termination (Per access minute)	$0.000360
Tandem-Switched Facility (Per access minute per mile)	$0.000040
Tandem Switching (Per access minute per tandem)	$0.000740
Common Transport Multiplexing (per access minute)	$0.000387

4.2.2 End Office Switching

Local Switching (per access minute)	$0.006979
Common Trunk Port (per access minute)	$0.000800
Information Surcharge	$0.000374
Host-Remote Termination (Per host-remote access minute)	$0.000360
Host-Remote Facility (Per host-remote access minute per mile)	$0.000040
Host-Remote Trunk Port (Per host-remote access minute)	$0.000800
Host-Remote Multiplexing (Per host-remote access minute)	$0.000387

Issued By:
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Co-CEO and Chairman
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SECTION 5 - MAXIMUM RATES AND CHARGES

5.1 Carrier Common Line Access

Originating Per Access Minute	$0.010000
Terminating Per Access Minute	$0.010000
8YY Database Query, Per Call	$0.015000

5.2 Switched Access Service

5.2.1 Switched Transport

Tandem-Switched Termination (Per access minute)	$0.000720
Tandem-Switched Facility (Per access minute per mile)	$0.000080
Tandem Switching (Per access minute per tandem)	$0.001480
Common Transport Multiplexing (per access minute)	$0.007740

5.2.2 End Office Switching

Local Switching (per access minute)	$0.013958
Common Trunk Port (per access minute)	$0.001600
Information Surcharge	$0.000748
Host-Remote Termination (Per host-remote access minute)	$0.000720
Host-Remote Facility (Per host-remote access minute per mile)	$0.000080
Host-Remote Trunk Port (Per host-remote access minute)	$0.001600
Host-Remote Multiplexing (Per host-remote access minute)	$0.007740

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SECTION 6 – MISCELLANEOUS SERVICES AND CHARGES

6.1 Invoice Reprinting Fee

A fee of $25.00 will be charged for each invoice reprinted at the request of the customer.

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SECTION 7 - SPECIAL CONTRACTS, ARRANGEMENTS, AND CONSTRUCTION

7.1 Special Contract Arrangements

At the option of the Company, services may be offered on a contract basis to meet specialized pricing requirements of the Customer not contemplated by this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein and waiver of recurring, nonrecurring, or usage charges. The terms of the contract may be based partially or completely on the term and volume commitment, type of access arrangement, mixture of services, or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specified in each individual contract. All special contract arrangements will be made available to the ORS upon request.

7.2 Special Service Arrangements

7.2.1 If a Customer's requirements cannot be met by services included in this tariff, or pricing for a service is shown in this tariff as ICB, the Company will provide, where practical and at its sole discretion, special service arrangements at charges to be determined on an Individual Case Basis. These special service arrangements will be provided if the provision of such arrangements is not detrimental to any other services furnished under the Company's tariffs.

7.2.2 Special service arrangement rates are subject to revision depending on changing costs or operating conditions.

7.2.3 If and when a special service arrangement becomes a generically tariffed offering, the tariffed rate or rates will apply from the date of tariff approval.

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BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

In re:	**)**
	)
Application Of Sage Telecom	**)**
Communications, LLC, doing business as	**)**
Sage Telecom, for a Certificate of Public	**)**
Convenience and Necessity to Provide Local	**)**
Exchange and Interexchange	**)**
Telecommunications Services, for Alternative	**)**
Regulation, for Flexible Regulation, and	**)**
Jointly with Sage Telecom, Inc. for Authority	**)**
to Complete a *Pro Forma* Reorganization and	**)**
Assignment of Assets	**)**

EXHIBIT 6

Financial Information

CONFIDENTIAL AND PROPRIETARY
FILED UNDER SEAL

BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

In re:	**)**
	)
Application Of Sage Telecom	**)**
Communications, LLC, doing business as	**)**
Sage Telecom, for a Certificate of Public	**)**
Convenience and Necessity to Provide Local	**)**
Exchange and Interexchange	**)**
Telecommunications Services, for Alternative	**)**
Regulation, for Flexible Regulation, and	**)**
Jointly with Sage Telecom, Inc. for Authority	**)**
to Complete a *Pro Forma* Reorganization and	**)**
Assignment of Assets	**)**

EXHIBIT 7

Officers and Key Management

Below is information on certain officers and directors of Applicant, demonstrating Applicant's technical, financial and managerial capabilities.

Nathan R. Johnson, Chairman of the Board / Investor

Nathan R. Johnson is Executive Chairman of the Board and an investor in Sage Telecom, Inc. and Sage Telecom Communications, LLC, where he oversees the strategic vision and effective governance of the organization. Mr. Johnson is also a Managing Partner of Gemini Partners, a middle market investment bank, where he has financed, sold, and advised several small and middle market telecommunications companies including Telemac, Distributive Networks, and Pulse Entertainment among others. Prior to Gemini Partners, Mr. Johnson served as Vice President in investment banking at Deutsche Bank, where he advised several Latin American companies including Telefonos de Peru and a Venezuelan phone company in their efforts to take the companies private. Mr. Johnson received his MBA from the Wharton School at the University of Pennsylvania with a concentration in Finance and Multinational Management. He also received his MA from the University of Pennsylvania with concentrations in Latin America and Spanish.

Matthew H. Johnson, Board Member / Investor

Matthew Johnson is a Managing Partner of Gemini Partners and a Board Member and investor of Sage Telecom, Inc. and Sage Telecom Communications, LLC. At Gemini Partners, a middle market investment bank, Mr. Johnson has financed, sold, and advised several small and middle market telecommunications companies including Telemac, Distributive Networks and Pulse Entertainment among others. Previously, Mr. Johnson was a Vice President in investment banking at Credit Suisse First Boston where he financed numerous telecommunications companies specifically located in Latin America including Bestel Communications, a company that operated fiber loops stretching from the US to Mexico, and Globopar, a telecommunications and media conglomerate based in Brazil. Mr. Johnson holds an MBA from Northwestern University's Kellogg School of Management.

Joseph P. Holop, Chief Operations Officer

Joseph Holop has been the Chief Operations Officer for Sage Telecom, Inc. since July 2012. In July 2010, Mr. Holop was promoted to Chief Operations Officer and became responsible for all day-to-day operations of Telscape Communications, Inc. Mr. Holop joined Telscape Communications, Inc. in 2006 as Senior Vice President / Chief Technology Officer to support and led the expansion of Telscape's technology platform - including innovating new technologies and services that lead the marketplace and serve the unique needs of the Hispanic community Before joining Telscape, Mr. Holop was the Vice President of Information Technology at McLeodUSA, Inc., prior to joining McLeodUSA, Inc., he worked at MCI WorldCom where he held positions as the business unit CIO for the Mass Markets Group and also as the CIO for the International Group based out of London, UK. Mr. Holop also held

management information technology positions at EDS, Exxon Chemical Americas and Gould Computer Systems. He received a Bachelor of Science in Computer Science and Marketing from Boston College.

Shahin Sazej, Chief Technical Officer

Shahin Sazej joined Sage Telecom in 2007 and has been the Chief Technology officer for Telscape and Sage Telecom Since July 2012. He has over 25 years of experience in Information Technology specializing in Telecommunication Industry. He is responsible for overseeing the Company's Dallas office and TSC's technology including application development, network engineering, switching, IT operations, infrastructure and billing.

Prior to Sage, Mr. Sazej served as Executive Vice President of Network Engineering and the Chief Information Officer for Supra Telecom, Inc. a local phone and internet service provider based in Florida. He was Responsible for all application developments, network engineering, IT operations, corporate technology and infrastructure and billing.

Prior to Supra, Mr. Sazej served as the Chief Information Officer (CIO) for Touchstone Systems, Inc. and Ionex telecommunications and held Sr. management positions at Flashnet Communications, Excel Communications and other companies.

Mr. Sazej received his BS in Computer Science from Stephen F. Austin and his MBA from the University of Dallas in Management Information System.

David Wilder, Chief Financial Officer

David Wilder is a CPA with over 30 years of broad industry experience that has included extensive financial as well as operational responsibilities. David has held positions as President/CFO/Controller with a variety of public and privately held companies in varying industries. They included both US and international assignments. David's initial professional experience out of college was as a CPA with Deloitte & Touche, 5 years, and Arthur Andersen, 2 years. David left Deloitte & Touche in December of 1988 as a Manager working in the Emerging Business Group. David graduated from the University of Southern California with a degree in Business Administration.

Lisa Woodard, Chief Marketing Officer

Lisa Woodard joined the leadership team as the Chief Marketing Officer (CMO) in November, 2012. She had previously served as the VP Marketing, Sales, Training and Quality for Sage from 2007-2009. With roots in financial services, membership subscriptions, telecom and consulting, her deep marketing toolkit and passion to hunt and close sales led to high ROI for Fortune toppers, mid-caps, and small businesses. As a Sr. Vice President with Citigroup, she steered a $350 million portfolio of Credit Card, Discount, Insurance, Lifestyle, and Health

memberships derived from 5 million subscribers and cross-sold to 80 million customers. As the President and CMO of entities in the Roadside Assistance vertical, Lisa doubled sales and retention with marketing success across digital, phone, mail, broadcast, direct sales, print, and partnership channels.

Ms. Woodard successfully generated new business and established long term client relationships as a Partner with the national consulting firm, NextGen Marketing Group and the Principal/Founder of Top Marketing Results. Woodard has also previously held positions in Service Marketing with General Electric and with John Moore Services. She holds an M.B.A. from Rice University, concentrating in both Marketing and Non-Profit Management. She earned her B.A. in Psychology from the University of Houston. Lisa serves on several non-profit boards and is a member of the American Marketing Association and Marketing Executives Networking Group.

BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

In re:	**)**
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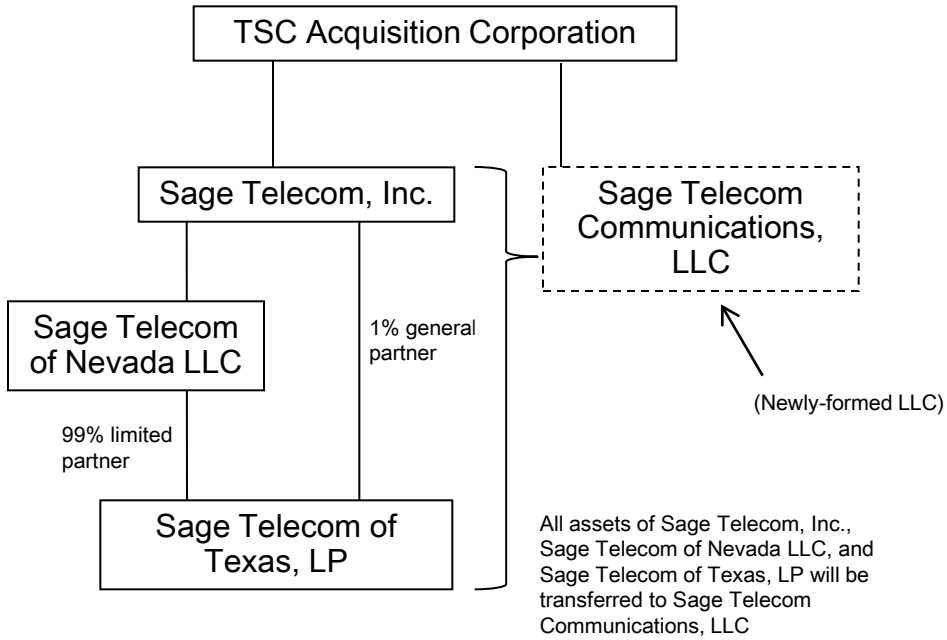
Application Of Sage Telecom	**)**
Communications, LLC, doing business as	**)**
Sage Telecom, for a Certificate of Public	**)**
Convenience and Necessity to Provide Local	**)**
Exchange and Interexchange	**)**
Telecommunications Services, for Alternative	**)**
Regulation, for Flexible Regulation, and	**)**
Jointly with Sage Telecom, Inc. for Authority	**)**
to Complete a *Pro Forma* Reorganization and	**)**
Assignment of Assets	**)**

EXHIBIT 8

Corporate Structure

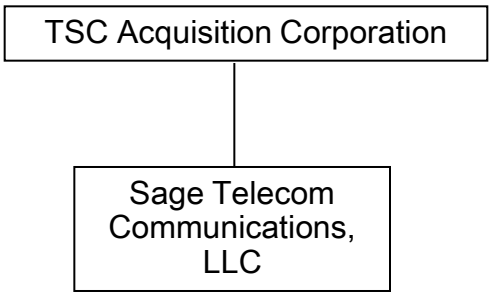
Corporate Structure of TSC Acquisition Corporation and the Sage Companies Before the *Pro Forma* Internal Structural Change



All links are 100% ownership unless otherwise indicated.

Corporate Structure of TSC Acquisition Corporation and the Sage Companies After the *Pro Forma* Internal Structural Change

The ownership of TSC Acquisition Corporation and all key management and personnel of the Sage companies will remain unchanged.



All links are 100% ownership unless otherwise indicated.