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**TITLE PAGE**

**INTRASTATE ACCESS TELECOMMUNICATIONS SERVICES**

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This tariff applies to the intrastate access telecommunications services furnished by Sage Telecom, Inc. (“Sage” or “Company”) between one or more points in the State of Missouri. This tariff is on file with the Missouri Public Service Commission, and copies may be inspected, during normal business hours, at the Company’s principal place of business, 805 Central Expressway South, Suite 100, Allen, TX, 75013. This tariff complies with Missouri Public Service Commission rules and Missouri statutes applicable to the Company.

Sage Telecom, Inc. operates as a competitive telecommunications company.

**CANCELLED**

January 6, 2006  
PSC MO #4

**MISSOURI PUBLIC  
SERVICE COMMISSION**

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Issue Date: January 10, 2002

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Issued By:  
James E. Kennedy  
Vice President, Business Development  
Sage Telecom, Inc.  
805 Central Expressway South, Suite 100  
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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 Utility Commission of Texas. 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 the 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. 1.A. 1. (a)
  1. 1.1.A. 1. (a)(I)
  - 1.1. 1.A. 1. (a)(I)(i)
  - 1.1. 1.A. 1. (a)(I)(i)(1)
  
4. Check List of Effective Pages. When a tariff filing is made with the Commission, an updated Check List of Effective Pages ("Check List") accompanies the tariff filing. The Check List lists the pages contained in the tariff with a cross-reference to the current revision number. When new pages are added, the Check List is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the Check List if these are the only changes made to it (i.e., the format, *etc.*). Business Customers should refer to the latest Check List to find out if a particular page is the most current page on file with the Commission.
  
5. Symbols Used in This Tariff.

(AT)	To signify addition to text.
(C)	To signify a correction.
(CP)	To signify a change in practice.
(CR)	To signify a change in rate.
(CT)	To signify a change in Text.
(DR)	To signify a discontinued rate.
(FC)	To signify a change in format lettering or numbering.
(MT)	To signify moved text.
(NR)	To signify a new rate.
(RT)	To signify removal of text.

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**SECTION I - DEFINITIONS**

Access - A connection between a Customer Premises and a Point of Presence of an Interexchange Carrier for the transmission of voice, data or video/image information.

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

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

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

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

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

Carrier - The term "Carrier" means Sage Telecom.

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

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

Commission - The Federal Communications Commission.

Company - The term "Company" means Sage Telecom.

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

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

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

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

FCC - Federal Communications Commission.

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SECTION I - DEFINITIONS

Holiday - The term "holiday" means 8:00 a.m. to, but not including I 1:00 p.m. local time at the originating city on all Company-specific holidays: New Year's 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.

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

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

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

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.

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

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

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

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

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

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 Sage acquires services that it resells to Customers.

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

- 2.1.1. Sage undertakes to provide network services in connection with one-way and/or two-way information transmission between points between the various states of the United States.
- 2.1.2. 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 Customer's order for Service. Sage will make all reasonable efforts to secure the necessary facilities.
- 2.3.2. Sage reserves the right to limit or to allocate the use of existing facilities, or facilities in the process of being acquired 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 Customer is using the Service in violation of law or the provisions of this Tariff.

**2.4. Sage's Liabilities**

- 2.4.1. Sage's liability for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in the installation, provision, termination, maintenance, repair, or restoration occurring in the course of furnishing service, channels, or other facilities, and not caused by the negligence of the subscribers, commences upon activation of service. In no event does Sage's liability exceed an amount equivalent to the proportionate charge to Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects occur. For the purposes of computing such amount, a month is considered to have thirty (30) days.
- 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).
- 2.4.3. In no event will Sage be responsible for consequential damages or lost profits suffered by 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 any other party; (iii) any act or omission of any other party; or (iv) equipment or service furnished by a third party.

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SECTION 2 - REGULATIONS2.4. Sage's Liabilities (Cont'd)

- 2.4.4. Sage does not guarantee or make any warranty with respect to any equipment provided by it or leased by it on behalf of Customer where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. 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 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 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.
- 2.4.5. Sage is not liable for any defacement of, or damage to, the Customer's premises 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's negligence. No agents or employees of other carriers shall be deemed to be agents or employees of Sage without written authorization. Customer will indemnify and save Sage harmless from any claims of the owner of 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 each period, and to the extent that one 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, Customer may incur as a result of the unauthorized use of its telephone facilities.
- 2.4.8. 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 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.
- 2.4.9. 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.

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SECTION 2 - REGULATIONS

2.5. Customer's Responsibilities

Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications systems with facilities provided by Sage. Customer shall secure all licenses, permits, rights-of-way and other arrangements necessary for such interconnection. Customer may not, nor may 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 Customer's premises for use in connection with the service being provided shall not be used for any purpose other than for which it was provided.

2.6. Jurisdictional Reports

2.6.1. Report Requirements for Access Services

All charges (i.e., monthly rates, usage rates, and nonrecurring charges) are prorated between interstate and intrastate based on the Percent Interstate Usage (PIU) factor as set forth in this section. (CT)

2.6.1.A Jurisdictional Definitions

Interstate - A call is an interstate communication if the call originates from a telephone number assigned to an access line ordinarily located within the boundaries of one state or country and terminates to a telephone number assigned to an access line ordinarily located outside the boundaries of the state of origination.

Intrastate - A call is an intrastate communication if the call originates from a telephone number assigned to an access line ordinarily located within the boundaries of a state and terminates to another telephone number assigned to an access line ordinarily located within the boundaries of the same state.

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SECTION 2 - REGULATIONS

**RECD DEC 19 2002**

2.5. Customer's Responsibilities

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2.6. Jurisdictional Reports

(CT)

2.6.1. Report Requirements for Access Services

All charges (i.e., monthly rates, usage rates, and nonrecurring charges) are prorated between interstate and intrastate based on the Projected Interstate Usage (PIU) factor as set forth in this section.

2.6.1.A Jurisdictional Definitions

Interstate - A call is an interstate communication if the call originates from a telephone number assigned to an access line ordinarily located within the boundaries of one state or country and terminates to a telephone number assigned to an access line ordinarily located outside the boundaries of the state of origination.

Intrastate - A call is an intrastate communication if the call originates from a telephone number assigned to an access line ordinarily located within the boundaries of a state and terminates to another telephone number assigned to an access line ordinarily located within the boundaries of the same state.

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Public Service Commission  
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REC'D JAN 10 2002  
SECTION 2 - REGULATIONS2.5. Customer's Responsibilities

## Service Commission

Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications systems with facilities provided by Sage. Customer shall secure all licenses, permits, rights-of-way and other arrangements necessary for such interconnection. Customer may not, nor may 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 Customer's premises for use in connection with the service being provided shall not be used for any purpose other than for which it was provided.

2.6. Jurisdictional Reports

## 2.6.1. Report Requirements for Access Services

## 2.6.1.A. Customer provided PIUs must be furnished to Sage as follows:

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 Sage.

## 2.6.1.B. FGA, FGB, and FGD

700 Access Service  
800 Number Portability Access Service (NPAS)  
900 Access Service

2.6.1.B.1 For originating FGD services where the jurisdiction can be determined from the call detail, Sage will bill according to such jurisdiction by developing a projected interstate percentage. The projected interstate percentage will be developed on a monthly basis, by LATA, when the access service access minutes are measured by dividing the measured interstate originating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating access minutes.

2.6.1.B.2 The customer will provide an interstate jurisdiction percentage for originating (FGA, FGB, 700, 800 NPAs, and 900) and terminating (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.

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 percent interstate usage 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) is an interstate communication.

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Service Commission

SECTION 2 - REGULATIONS2.6. Jurisdictional Reports (cont.)

## 2.6.1.B Jurisdictional Percentages and Determination of Access Charges

PIU is 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. The PIU factor and IJP factor serve as the basis for development of interstate and intrastate charges to the customer. 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. 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 are required for originating or terminating usage.

## 2.6.1.B(1) Interstate PIU

The PIU will be established by Sage or provided by the interexchange carrier (IC) customer as described following:

## a. Sage-Developed PIU

Where Sage can adequately determine the jurisdiction of an originating or terminating call from the call detail, Sage will bill according to the jurisdiction of the call.

## b. Customer-Provided PIU

Where Sage 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 Sage, as follows:

The customer will provide a percent interstate usage factor for originating (FGA, FGB, 700, 800 NPAs, and 900) and terminating (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. (CT)

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 Sage.

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 percent interstate usage 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) is an interstate communication.

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SECTION 2 - REGULATIONS

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2.6. Jurisdictional Reports (cont.)

**REC'D DEC 19 2002**

2.6.1.B Jurisdictional Percentages and Determination of Access Charges

PIU is 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. The PIU factor and IJP factor serve as the basis for development of interstate and intrastate charges to the customer. 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. 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 are required for originating or terminating usage.

2.6.1.B(1) Interstate PIU

The PIU will be established by Sage or provided by the interexchange carrier (IC) customer as described following:

a. Sage-Developed PIU

Where Sage can adequately determine the jurisdiction of an originating or terminating call from the call detail, Sage will bill according to the jurisdiction of the call.

b. Customer-Provided PIU

Where Sage 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 Sage, as follows:

The customer will provide a projected interstate usage percentage for originating (FGA, FGB, 700, 800 NPAs, and 900) and terminating (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 Sage.

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 percent interstate usage 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) is an interstate communication.

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SECTION 2 - REGULATIONS

Missouri Public

2.6. Jurisdictional Reports, (Cont'd)

REC'D JAN 10 2002

2.6.2 Report Updates

Service Commission

2.6.2.A. Annual Requirements

The customer shall provide to Sage 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, Sage will designate its default PIU factor of 50% for each service, with the exception of originating 700 Access Service, arranged for interstate use. For originating 700 Access Service, Sage will designate a PIU factor of 0%. This factor will be applied 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, Sage will update the customer's PIU factors within fifteen (15) business days utilizing the most current PIU factor reported by the customer.

2.6.2.B. Quarterly Update Requirements

The customer is required to provide updates to the PIU reports. Upon receipt by Sage, the revised report will serve as the basis for future billing and will be effective on the next bill date for that service. No prorating or backbilling will be done based on the report. The revised report will be used by Sage to apportion usage rates.

2.6.2.B.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 Sage, 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.

2.6.2.B.2. When the customer does not provide a quarterly update report, but has complied with the annual report requirements, Sage will assume the percentages to be the same as those provided in the last quarterly update report received by Sage. 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.

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Vice President, Business Development  
Sage Telecom, Inc.  
805 Central Expressway South, Suite 100  
Allen, TX 75013-2789

SECTION 2 - REGULATIONS

2.6. Jurisdictional Reports (cont.)

(CT)

2.6.1.B Jurisdictional Percentages and Determination of Access Charges (cont.)

2.6.1.B(2) Intrastate IJP

a. Sage-Developed IJP

Where Sage can adequately determine the jurisdiction of an originating or terminating call from the call detail, Sage will bill according to the jurisdiction of the call.

b. Customer-Provided IJP

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

2.6.2 Report Updates

2.6.2.A. Annual Requirements

The customer shall provide to Sage 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, Sage will designate its default PIU factor of 50% for each service, with the exception of originating 700 Access Service, arranged for interstate use. For originating 700 Access Service, Sage will designate a PIU factor of 0%. This factor will be applied 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, Sage will update the customer's PIU factors within fifteen (15) business days utilizing the most current PIU factor reported by the customer.

2.6.2.B. Quarterly Update Requirements

The customer is required to provide updates to the PIU reports. Upon receipt by Sage, the revised report will serve as the basis for future billing and will be effective on the next bill date for that service. No prorating or backbilling will be done based on the report. The revised report will be used by Sage to apportion usage rates.

**CANCELLED**

January 6, 2006  
PSC MO #4

**MISSOURI PUBLIC  
SERVICE COMMISSION**

Issue Date: December 19, 2002

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Issued By:  
James E. Kennedy  
Vice President, Business Development  
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SECTION 2 - REGULATIONS

**CANCELLED**

January 6, 2006  
PSC MO #4

**MISSOURI PUBLIC  
SERVICE COMMISSION**

2.6. Jurisdictional Reports (cont.)

2.6.2 Report Updates (cont.)

2.6.2.B. Quarterly Update Requirements (cont.)

2.6.2.B.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 Sage, 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.

2.6.2.B.2. When the customer does not provide a quarterly update report, but has complied with the annual report requirements, Sage will assume the percentages to be the same as those provided in the last quarterly update report received by Sage. 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.

2.6.3 Audit of Jurisdictional Accuracy

If Sage disputes the reasonableness of the PIU provided by the customer as set forth in 2.6.1.B.(1)(b) preceding, or the reported PIU varies by more than five percentage points over the preceding PIU, Sage may ask the customer to provide the data used by the customer to determine the percent interstate usage. 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 15 days of Sage's request for verification. (CT)

Sage shall limit audits to no more than one per year, except where additional audits may be required to verify allocation changes which 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. (CT)

In the event that the customer fails to provide adequate records to enable Sage or an independent auditor to conduct an audit verifying the customer's PIU, Sage will bill the usage for all the contested periods using the PIU reported by the customer for the previous period. 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 - REGULATIONS

**Missouri Public  
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(CT)  
**REC'D DEC 19 2002**

2.6. Jurisdictional Reports (cont.)

2.6.2 Report Updates (cont.)

2.6.2.B. Quarterly Update Requirements (cont.)

2.6.2.B.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 Sage, 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.

2.6.2.B.2. When the customer does not provide a quarterly update report, but has complied with the annual report requirements, Sage will assume the percentages to be the same as those provided in the last quarterly update report received by Sage. 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.

2.6.3 Audit of Jurisdictional Accuracy

If Sage disputes the reasonableness of the PIU provided by the customer as set forth in 2.6.1.B.(1)(b) preceding, or the reported PIU varies by more than five percentage points over the preceding PIU, Sage may ask the customer to provide the data used by the customer to determine the projected interstate percentage. The customer shall retain, for a minimum of one year, accurate call detail records from which the percentage of interstate and intrastate use can be derived, and shall make such records available for inspection as reasonably necessary for PIU verification. Such records shall be made available for inspection and audit within 15 days of Sage's request for verification.

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

In the event that the customer fails to provide adequate records to enable Sage or an independent auditor to conduct an audit verifying the customer's PIU, Sage will bill the usage for all the contested periods using the PIU reported by the customer for the previous period. 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.

**CANCELLED**

**Missouri Public**

OCT 22 2004

**FILED FEB 01 2003**

by *ISTRSA.2*

Issue Date: December 19, 2002

**Public Service Commission  
MISSOURI**

**Service Commission**

Issued By:

James E. Kennedy  
Vice President, Business Development  
Sage Telecom, Inc.  
805 Central Expressway South, Suite 100  
Allen, TX 75013-2789



SECTION 2 - REGULATIONS

2.7. **Payment of Charges**

- 2.7.1. Customer is responsible for the payment of all charges for facilities and services furnished by Sage to Customer and to all End Users authorized by Customer, regardless of whether those services are used by Customer itself or are resold to or shared with other entities.
- 2.7.2. Non-recurring charges are due and payable by Customer as specified on the bill, unless otherwise agreed to in advance. Sage shall present invoices for Recurring Charges monthly to Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable as specified on the bill. When billing is based on customer usage, charges will be billed monthly for the usage in preceding billing periods.
- 2.7.3. Bills are considered past due 30 days after the bill date or by the next bill date (i.e., same date as the bill date in the following month), whichever occurs first, and are payable in immediately available funds.

If such payment date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due from the customer as follows:

- 2.7.3.A. If the payment date falls on a Sunday or on a Legal Holiday which is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Legal Holiday.
- 2.7.3.B. If the payment date falls on a Saturday or on a Legal Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Legal Holiday.

If the customer does not receive a bill at least 20 days prior to the 30 day payment due date, then the bill shall be considered delayed. When the bill has been delayed, upon request of the customer the due date will be extended by the number of days the bill was delayed. Such request of the customer must be accompanied with proof of late bill receipt.

- 2.7.4. If the entire amount billed, exclusive of any amount disputed by the customer, is received by Sage after the payment date or if any portion of the payment is received by Sage in funds which are not immediately available to Sage, then a late payment charge will apply to the unpaid balance. The late payment charge will be equal to the lessor of:
  - 2.7.4.A. the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily and applied for each month or portion thereof that an outstanding balance remains; or
  - 2.7.4.B. 0.0005 per calendar day, compounded daily and applied for each month or portion thereof that an outstanding balance remains.

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

=====  
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=====  
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James E. Kennedy  
Vice President, Business Development  
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January 6, 2006  
PSC MO #4  
**MISSOURI PUBLIC  
SERVICE COMMISSION**

## SECTION 2 - REGULATIONS

2.8. **Interruption of Service**

- 2.8.1. Credit allowance for the interruption of service that is not due to Sage's testing or adjusting, negligence of Customer or to the failure of channels or equipment provided by Customer, are subject to the general liability provisions set forth herein. It shall be Customer's obligation to notify Sage immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, Customer or End User shall ascertain that the trouble is not being caused by any action or omission by Customer or the End User, or is not in wiring or equipment, if any, furnished by Customer and connected to Sage's facilities.
- 2.8.2. For purposes of credit computation, every month shall be considered to have 720 hours. Customer shall be credited for an interruption at the rate of 1/720th of the monthly charge for tile facilities affected for each hour or major fraction thereof that the interruption continues.

2.9. **Notice and Communication**

All notices or other communications required to be given pursuant to this Tariff shall be made in writing to Sage at 805 Central Expressway South, Suite 100, Allen, Texas 75013-2789 or by calling (214) 495-4700. Notices and other communications of either party, and all bills mailed by Sage, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.10. **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.*, gross receipts tax, sales tax, municipal utilities tax) 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 Customer's bill and are not included in the rates contained in this Tariff. There shall be added to 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 Customer's regular monthly bill and shall be determined on a basis equal to the charge or tax levied by each municipal taxing body or municipal authority.

2.11. **Provision of Equipment and Facilities**

- 2.11.1. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by Customer with the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 2.11.2. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to or leases on behalf of Customer. Customer may not, nor may Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company or the Company's agents, except upon the written consent of the Company.
- 2.11.3. At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in unusual locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply.

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**CANCELLED**  
January 6, 2006  
PSC MO #4  
**MISSOURI PUBLIC**  
**SERVICE COMMISSION**

**SECTION 3 – DESCRIPTION OF SERVICES OFFERED**

**3.1. Carrier Common Line Access**

3.1.1 This service provides for the use of Sage Telecom common lines by IXCs for access to End Users to furnish originating and terminating interstate communications, including 800/888 toll free inbound. Originating switched access is provided for non-Sage Telecom PICs. This service also provides for 800 Database Access Service for originating 800/888 calls, which is an originating offering that provides a carrier identification function for numbers using the 800 and 888 NPAs. The carrier identification function is performed using queries routed through Sage's network.

3.1.2 Originating and Terminating Rate Applications

Carrier Common Line rates per Section 4, or as contracted, are applied to minutes based upon whether the minutes are classified as originating or terminating. Originating calling permits the delivery of calls from Telephone Exchange Service locations to the customer's premises. Terminating calling permits the delivery of calls from the customer's premises to Telephone Exchange Service Locations.

3.1.2.A. Originating rates apply to:

3.1.2.A.1 originating access minutes of use (excluding those to which terminating rates apply;

3.1.2.A.2. originating 700, 800, and 900 access minutes of use which are reported as minutes that terminate over a Switched Access Service that is assessed terminating Carrier Common Line Charges. Such originating minutes must be reported as specified in the Percent Common Line Report.

3.1.2.B. Terminating rates apply to:

3.1.2.B.1 terminating access minutes of use;

3.1.2.B.2. originating 700, 800, and 900 access minutes of use for calls on which Carrier Common Line Charges are not billed on the terminating end.

(DT)

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SERVICE COMMISSION**

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Issued By:  
James E. Kennedy  
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Allen, TX 75013-2789

**SECTION 3 - DESCRIPTION OF SERVICES OFFERED**

REC'D JAN 10 2002

**3.1. Carrier Common Line Access**

**Service Commission**

3.1.1 This service provides for the use of Sage Telecom common lines by IXCs for access to End Users to furnish originating and terminating interstate communications, including 800/888 toll free inbound. Originating switched access is provided for non-Sage Telecom P1Cs. This service also provides for 800 Database Access Service for originating 800/888 calls, which is an originating offering that provides a carrier identification function for numbers using the 800 and 888 NPAs. The carrier identification function is performed using queries routed through Sage's network.

3.1.2 Originating and Terminating Rate Applications

Carrier Common Line rates per Section 4, or as contracted, are applied to minutes based upon whether the minutes are classified as originating or terminating. Originating calling permits the delivery of calls from Telephone Exchange Service locations to the customer's premises. Terminating calling permits the delivery of calls from the customer's premises to Telephone Exchange Service Locations.

3.1.2.A. Originating rates apply to:

3.1.2.A.1 originating access minutes of use (excluding those to which terminating rates apply;

3.1.2.A.2 originating 700, 800, and 900 access minutes of use which are reported as minutes that terminate over a Switched Access Service that is assessed terminating Carrier Common Line Charges. Such originating minutes must be reported as specified in the Percent Common Line Report.

3.1.2.B. Terminating rates apply to:

3.1.2.B.1 terminating access minutes of use;

3.1.2.B.2 originating 700, 800, and 900 access minutes of use for calls on which Carrier Common Line Charges are not billed on the terminating end.

3.1.2.C. Percent Common Line Report

Customers must provide Sage with a Percent Common Line (PCL) Report for originating interstate 700, 800, and 900 traffic to identify the percentage of common line terminated traffic. When the customer makes this report available to Sage in advance of billing, these minutes of use will be charged on the current bill as originating minutes of use.

3.1.2.C.1 Report Data

The PCL report will identify the percentage of common line terminated traffic (i.e., minutes that terminate in a Switched Access Service that is assessed Carrier Common Line), by originating 700, 800, and 900 access minutes for each LATA from which the customer originates 700, 800, and 900 traffic.

3.1.2.C.2 Quarterly Updates

The customer will be required to update the PCL report effective on the first of January, April, July and October of each year. The revised PCL report will provide the common line terminated percentage of use for the most recent three months for which data is available. The revised PCL

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By *ISRS 12*  
Public Service Commission  
MISSOURI

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Issued By:  
James E. Kennedy  
Vice President, Business Development  
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805 Central Expressway South, Suite 100  
Allen, TX 75013-2789

Missouri Public

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02-029

Service Commission

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SECTION 3 - DESCRIPTION OF SERVICES OFFERED

3.1. Carrier Common Line Access (cont.)

3.1.2 Originating and Terminating Rate Applications (cont.)

(DT)

**CANCELLED**

January 6, 2006  
PSC MO #4

**MISSOURI PUBLIC  
SERVICE COMMISSION**

3.2 Switched Access Service

3.2.1 Local Transport

This service provides the transmission between an IXC's premises and the end office switch where the IXC's traffic is switched to originate or terminate the carrier's intrastate calls. The Local Transport rate elements, per Section 4, or as contracted, include Tandem-Switched Transmission/Common Transport and Tandem Switching. The Tandem-Switched Transmission/Common Transport rate element provides for the transmission facilities from the access tandem to the end office where calls are switched to originate or terminate. The Tandem Switching rate element provides for use of the Company's access tandem.

3.2.2 End Office Switching

This service provides the local end office switching and end user termination functions necessary to complete the transmission of Switched Access communications to and from the end users serviced by the local end office. This service includes Local Switching (LS2/Feature Group D) and Information Surcharge rate elements. The Local Switching element, per Section 4, or as contracted, includes all features, functions, and capabilities of the local switch, including but not limited to, the basic switching functions of connecting lines to lines, lines to trunks, trunks to lines and trunks to trunks as well as vertical features such as CLASS features and custom calling. The Information Surcharge rate element provides for white page publication.

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James E. Kennedy  
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**SECTION 3 - DESCRIPTION OF SERVICES OFFERED**

Missouri Public

3.1. Carrier Common Line Access (cont.)

REC'D JAN 10 2002

3.1.2 Originating and Terminating Rate Applications (cont.)

3.1.2.C. Percent Common Line Report, (Cont'd.)

Service Commission

3.1.2.C.2 Quarterly Updates, (Cont'd)

report must be received no later than 15 business days after the first of each month specified above.

When a customer does not supply a quarterly updated PCL report, Sage will assume the percentages to be the same as those provided in the last quarterly report. If the initial PCL is not received from the customer, Sage will apply the terminating Carrier Common Line Charge rate to all originating 700, 800, and 900 access minutes.

If a billing dispute arises concerning the PCL report, Sage may request the customer to provide the data the customer used to develop the report. The customer shall supply the data within 30 days of Sage's request.

3.1.2.C.3 Application of Credit

The quarterly PCL revision will serve as the basis for the next three month's billing and will be effective on the bill date for that service. When the customer makes this report available in advance of billing, these minutes will be charged on the current bill as originating minutes of use. No prorating or backbilling will be done based on the PCL.

3.2 Switched Access Service

3.2.1 Local Transport

This service provides the transmission between an IXC's premises and the end office switch where the IXC's traffic is switched to originate or terminate the carrier's intrastate calls. The Local Transport rate elements, per Section 4, or as contracted, include Tandem-Switched Transmission/Common Transport and Tandem Switching. The Tandem-Switched Transmission/Common Transport rate element provides for the transmission facilities from the access tandem to the end office where calls are switched to originate or terminate. The Tandem Switching rate element provides for use of the Company's access tandem.

3.2.2 End Office Switching

This service provides the local end office switching and end user termination functions necessary to complete the transmission of Switched Access communications to and from the end users serviced by the local end office. This service includes Local Switching (LS2/Feature Group D) and Information Surcharge rate elements. The Local Switching element, per Section 4, or as contracted, includes all features, functions, and capabilities of the local switch, including but not limited to, the basic switching functions of connecting lines to lines, lines to trunks, trunks to lines and trunks to trunks as well as vertical features such as CLASS features and custom calling. The Information Surcharge rate element provides for white page publication.

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Public Service Commission  
MISSOURI

**SECTION 4 – RATES AND CHARGES**

<b>4.1</b>	<b><u>Carrier Common Line Access</u></b>	
	Originating Per Access Minute	\$0.0096513 (CR)
	Terminating Per Access Minute	\$0.0175007 (CR)
	800 Database Query, Per Call	\$0.0031000
<b>4.2</b>	<b><u>Switched Access Service</u></b>	
	<b>4.2.1</b>	<b><u>Local Transport</u></b>
	Tandem-Switched Transmission/Common Transport (per access minute)	
	0 to 1 Miles	\$0.004900 (CR)
	Over 1 to 25 Miles	\$0.007400 (CR)
	Over 25 to 50 Miles	\$0.015700 (CR)
	Over 50 Miles	\$0.026400 (CR)
	<b>4.2.2</b>	<b><u>End Office</u></b>
	Local Switching (Per Access Minute)	\$0.008184 (CR)
<b>4.3</b>	<b><u>Presubscription</u></b>	
	A presubscription charge will be assessed on all PIC charges.	
	Presubscription charge per line	\$5.00

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Issued By:  
Robert W. McCausland  
Vice President, Regulatory Affairs  
Sage Telecom, Inc.  
805 Central Expressway South, Suite 100  
Allen, TX 75013-2789

MOa0501

REC'D MAR 10 2004  
SECTION 4 - RATES AND CHARGES

4.1 Carrier Common Line Access

Service Commission

Originating Per Access Minute	\$0.0099172 (CR)
Terminating Per Access Minute	\$0.0179829 (CR)
800 Database Query, Per Call	\$0.0031000

4.2 Switched Access Service

4.2.1 Local Transport

Tandem-Switched Transmission/Common Transport  
(per access minute)

0 to 1 Miles	\$0.005000
Over 1 to 25 Miles	\$0.007600
Over 25 to 50 Miles	\$0.016100
Over 50 Miles	\$0.027100

4.2.2 End Office

Local Switching (Per Access Minute)	\$0.008410 (CR)
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4.3 Presubscription

A presubscription charge will be assessed on all PIC charges.

Presubscription charge per line	\$5.00
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**CANCELLED**

FEB 02 2005  
by SMRS 14  
Public Service Commission  
MISSOURI

Issue Date: March 10, 2004

Effective Date: March 17, 2004

Issued By:  
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Vice President, Regulatory Affairs  
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805 Central Expressway South, Suite 100  
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Missouri Public  
Service Commission

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Missouri Public

REC'D NOV 24 2003

Service Commission  
\$0.0099222  
\$0.0179919  
\$0.0031000

**SECTION 4 – RATES AND CHARGES**

4.1 **Carrier Common Line Access**

Originating Per Access Minute  
Terminating Per Access Minute  
800 Database Query, Per Call

4.2 **Switched Access Service**

4.2.1 **Local Transport**

Tandem-Switched Transmission/Common Transport  
(per access minute)

0 to 1 Miles	\$0.005000
Over 1 to 25 Miles	\$0.007600 (CR)
Over 25 to 50 Miles	\$0.016100 (CR)
Over 50 Miles	\$0.027100 (CR)

4.2.2 **End Office**

Local Switching (Per Access Minute) \$0.008414

4.3 **Presubscription**

A presubscription charge will be assessed on all PIC charges.

Presubscription charge per line \$5.00

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MAR 17 2004

411 RS 14  
Public Service Commission  
MISSOURI

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Vice President, Regulatory Affairs  
Sage Telecom, Inc.  
805 Central Expressway South, Suite 100  
Allen, TX 75013-2789

Missouri Public  
Service Commission

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**SECTION 4 - RATES AND CHARGES**

REC'D JUL 01 2003

4.1 **Carrier Common Line Access**

Originating Per Access Minute	\$0.0099222	(CR)
Terminating Per Access Minute	\$0.0179919	(CR)
800 Database Query, Per Call	\$0.0031000	

4.2 **Switched Access Service**

4.2.1 **Local Transport**

Tandem-Switched Transmission/Common Transport  
 (per access minute)

0 to 1 Miles	\$0.005000
Over 1 to 25 Miles	\$0.007500
Over 25 to 50 Miles	\$0.016000
Over 50 Miles	\$0.026900

4.2.2 **End Office**

Local Switching (Per Access Minute)	\$0.008414	(CR)
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4.3 **Presubscription**

A presubscription charge will be assessed on all PIC charges.

Presubscription charge per line	\$5.00
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 Missouri Public Service Commission  
 MISSOURI

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 Robert W. McCausland  
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Missouri Public  
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SECTION 4 – RATES AND CHARGES

**REC'D DEC 19 2002**

4.1 Carrier Common Line Access

Originating Per Access Minute	\$0.0098337
Terminating Per Access Minute	\$0.0178315
800 Database Query, Per Call	\$0.0031000 (NR)

4.2 Switched Access Service

4.2.1 Local Transport

Tandem-Switched Transmission/Common Transport  
(per access minute)

0 to 1 Miles	\$0.005000
Over 1 to 25 Miles	\$0.007500
Over 25 to 50 Miles	\$0.016000
Over 50 Miles	\$0.026900

4.2.2 End Office

Local Switching (Per Access Minute)	\$0.008339
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4.3 Presubscription

A presubscription charge will be assessed on all PIC charges.

Presubscription charge per line	\$5.00
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**CANCELLED**  
 AUG 01 2003  
*Incl RS 14*  
 Public Service Commission  
 MISSOURI

**Missouri Public**

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Issue Date: December 19, 2002

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Issued By:  
 James E. Kennedy  
 Vice President, Business Development  
 Sage Telecom, Inc.  
 805 Central Expressway South, Suite 100  
 Allen, TX 75013-2789

REC'D JAN 10 2002

SECTION 4 - RATES AND CHARGES

4.1 Carrier Common Line Access

Service Commission

Originating Per Access Minute	\$0.0098337
Terminating Per Access Minute	\$0.0178315

4.2 Switched Access Service

4.2.1 Local Transport

Tandem-Switched Transmission/Common Transport  
 (per access minute)

0 to 1 Miles	\$0.005000
Over 1 to 25 Miles	\$0.007500
Over 25 to 50 Miles	\$0.016000
Over 50 Miles	\$0.026900

4.2.2 End Office

Local Switching (Per Access Minute)	\$0.008339
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4.3 Presubscription

A presubscription charge will be assessed on all PIC charges.

Presubscription charge per line	\$5.00
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**CANCELLED**  
 FEB 01 2003  
 By ISRS/14  
 Public Service Commission  
 MISSOURI

Issue Date: January 10, 2002

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Issued By:  
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Missouri Public

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 02-029  
 Service Commission