

ACCESSLINE COMMUNICATIONS, CORP.

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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

This tariff is on file with the Michigan Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business, 11201 SE 8th Street Bellevue WA 98004. This tariff complies with Michigan Public Service Commission rules and Michigan statutes applicable to the Company.

Issued: May 20, 2013

Effective: May 21, 2013

Issued by: Michael B Fischer, Sr. Vice President, Service Operations, AccessLine Communications, Corp.
11201 SE 8th Street, Bellevue WA 98004 (206-622-3500)
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By Patti Witte at 1:08 pm, Aug 16, 2013

CHECK SHEET

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

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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 Michigan Public Service Commission. For example, the fourth revised Page 34 cancels the third revised Page 34. Because of deferrals, notice periods, etc., the most current page number on file with the Commission is not always the tariff page in effect.
3. **Paragraph Numbering Sequence.** There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
 - 1.
 - 1.1.
 - 1.1.1.
 - 1.1.1.A.
 - 1.1.1.A.1.
 - 1.1.A.1.(a)
 - 1.1.1.A.1.(a)(I)
 - 1.1.1.A.1.(a)(I)(i)
 - 1.1.1.A.1.(a)(I)(i)(1)
4. **Check List of Effective Pages.** When a tariff filing is made with the Commission, an updated Check List of Effective Pages ("Check List") accompanies the tariff filing. The Check List lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check List is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the Check List if these are the only changes made to it (i.e., the format, etc.). Customers should refer to the latest Check List to find out if a particular page is the most current page on file with the Commission.
5. **Symbols Used in This Tariff.**
 - (C) Changed regulation or change in text.
 - (D) Discontinued rate, treatment or regulation.
 - (I) Increase.
 - (N) New rate, rule or treatment.
 - (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 intrastate interexchange telecommunications services by AccessLine Communications, Corp., hereinafter referred to as the “Company” or “Accessline”, to end-user customers within the State of Michigan.

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SECTION 1 - DEFINITIONS

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

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

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

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

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

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

Business Hours - The phrase "business hours" means the time after 6:00 A.M. PST and before 5:00 P.M. PST, Monday through Friday excluding holidays.

Business Office - The phrase "business office" means the primary location where the business operations of AccessLine are performed and where a copy of AccessLine's tariff is made available for public inspection. The address of the business office is 11201 SE 8th Street, Bellevue, WA 98004.

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 AccessLine Communications.

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 - Michigan Public Service Commission ("MPSC").

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SECTION 1 - DEFINITIONS

Company - The term "Company" means AccessLine Communications.

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 AccessLine's service located at the originating location.

Day - The term "day" means 6:00 A.M. to, but not including, 5:00 P.M. local time at the originating city, Monday through Friday, excluding Company specific holidays.

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

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

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

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

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

FCC - Federal Communications Commission.

Holiday - The term "holiday" means 6:00 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.

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

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

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

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

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SECTION 1 - DEFINITIONS

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

Local Exchange Service - is an arrangement which connects the 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 AccessLine provides Service.

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

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

Non-Business Hours - The phrase "non-business hours" means the time period after 5:00 P.M. and before 6:15 A.M., Monday through Friday, all day Saturday, Sunday, and on holidays.

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

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

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

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

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

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

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

Switch - The term "switch" denotes an electronic device that is used to provide circuit sharing, routing, and control.
Timely Payment - A payment on a Customer's account made on or before the due date.

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

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

- 2.1.1. AccessLine undertakes to provide intrastate interexchange telecommunications services within the State of Michigan on the terms and conditions and at the rates and charges specified herein. The Company's intrastate interexchange services are only provided to customer's subscribed to the Company's intrastate interexchange services.
- 2.1.2. AccessLine 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 AccessLine network. The Customer shall be responsible for all charges due for such service arrangements.
- 2.1.3. AccessLine'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 AccessLine 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. AccessLine will make all reasonable efforts to secure the necessary facilities.
- 2.3.2. AccessLine reserves the right to limit or to allocate the use of existing facilities, or to additional facilities offered by AccessLine, when necessary because of lack of facilities, relevant resources, or due to causes beyond AccessLine's control. In addition, AccessLine reserves the right to discontinue Service when the Customer is using the Service in violation of law or the provisions of this Tariff.
- 2.3.3. AccessLine 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. AccessLine reserves the right to refuse service to Customers due to insufficient or invalid charging information.
- 2.3.5. AccessLine may block calls that are made to certain cities or central office exchanges, or use certain Authorization Codes as AccessLine, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Service.

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

2.3.6. AccessLine will use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. AccessLine 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. AccessLine 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, AccessLine 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 AccessLine is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of Customer's service.

2.4. Liabilities of AccessLine

2.4.1. AccessLine'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 AccessLine's liability exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects occur. For the purposes of computing such amount, a month is considered to have thirty (30) days. Credit will be calculated pursuant to Section 2.9 of this Tariff.

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

2.4.3. AccessLine will not be responsible for consequential damages or lost profits suffered by a Customer as a result of interrupted or unsatisfactory service. AccessLine 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. AccessLine 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 AccessLine harmless from any and all loss, claims, demands, suits or other actions, or any liabilities whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of such equipment so used.

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

- 2.4.5. AccessLine 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 AccessLine on such Customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of AccessLine negligence. No agents or employees of other participating carriers shall be deemed to be agents or employees of AccessLine without written authorization. The Customer will indemnify and save harmless AccessLine from any claims of the owner of the Customer's premises or other third party claims for such damages.
- 2.4.6. AccessLine 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. AccessLine 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 AccessLine 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 AccessLine facility that provides interconnection. AccessLine 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. AccessLine will not be responsible if any changes in its service that cause hardware or software not provided by AccessLine to become obsolete require modification or alternation, or otherwise affect the performance of such hardware or software.
- 2.4.10. The Company shall use reasonable efforts to make services available by the estimated service date. The Company shall not be liable for any damages whatsoever resulting from delays in meeting the estimated service date due to delays resulting from normal installation procedures. Such delays shall include, but not be limited to delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals, delays in actual construction work being done by our vendor(s), and any delays due to any LEC where the Company is relying solely upon such LEC to meet such estimated due date which is beyond the Company's control.

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

2.4.11. With respect to the services, materials and equipment provided hereunder, AccessLine 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 AccessLine, except upon the written consent of AccessLine. The equipment AccessLine provides or installs at the Customer premises for use in connection with the service AccessLine 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 AccessLine'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, AccessLine 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 AccessLine's service. The Customer shall be responsible for payment of all applicable charges for services provided by AccessLine 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. AccessLine 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 AccessLine's service, against claims for infringement of patents arising from, combining with, or using in connection with, service, AccessLine's apparatus and systems of the Customer; against all other claims arising out of any act or omission of the member in connection with AccessLine's service. The Customer shall be liable for:

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

- 2.5.5.A. Loss due to theft, fire, flood, or other destruction of AccessLine's equipment or facilities on Customer's premises.
 - 2.5.5.B. Reimbursing AccessLine 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 AccessLine specifically authorizes said visit or repairs in advance of the occurrence and AccessLine agrees in advance to accept the liability for said repairs or visit.
 - 2.5.5.D. Payment for all AccessLine 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 AccessLine'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 AccessLine name, logo or trademark in any promotional materials, contracts, Tariffs, service bills, etc., without expressed written authorization from AccessLine. The Customer shall not use the AccessLine name, logo or trademark in any pre-sale activities. The Customer is prohibited from using AccessLine'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 AccessLine. AccessLine may assign any service orders to its parent company or any affiliate. AccessLine 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 AccessLine to instruct other carriers and vendors and the appropriate LEC to provide certain services on the Customer's behalf. AccessLine 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 AccessLine, subject to acceptance and confirmation by AccessLine, provided that a charge shall apply to any change when the request is received by AccessLine after notification by AccessLine 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 AccessLine in accommodating each change. The costs incurred by AccessLine will include the direct and indirect cost of facilities specifically provided or used, the costs of installation, supply expense, labor and supervision, general and administrative, and any other costs resulting from the preparation, installation and removal effort.

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SECTION 2 - RULES AND REGULATIONS2.6. **Application for Service** (cont'd)

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

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

2.7.1. Credit Requirement

2.7.1.A. AccessLine may require an applicant for service to satisfactorily establish credit, pursuant to applicable Michigan P.S.C. rules and regulations, but such establishment of credit shall not relieve the end-user from complying with AccessLine'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 AccessLine and whose service has been discontinued for nonpayment of bills shall be required, before service is rendered, to pay all amounts due AccessLine or execute a deferred payment agreement.

2.7.3. Deposits and Interest

AccessLine does not require deposits at this time.

2.8. **Billing and Payment Procedures**

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

SECTION 2 - RULES AND REGULATIONS2.8. **Billing and Payment Procedures** (cont'd)

- B. At a minimum, each 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 service
 6. an itemization of all taxes due
 7. the total amount due
 8. the statement that rate schedules for basic intrastate interexchange service are available and will be mailed by the Company upon request at no cost to the customer
 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, AccessLine provides each customer an insert or other written notice which contains an itemized account of the charges for the equipment and service for which the customer has contracted.
- D. A customer shall have the right, within 1 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.
- 2.8.2. The Customer is responsible for the payment of all charges for facilities and services furnished by AccessLine 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.
- 2.8.3. For billing of monthly charges, service is considered to be established upon the day in which AccessLine notifies the Customer of installation and or activation of the Customer's services.
- 2.8.4. 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.
- 2.8.5. 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.

Issued: May 20, 2013

Effective: May 21, 2013

Issued by: Michael B Fischer, Sr. Vice President, Service Operations, AccessLine Communications, Corp.
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RECEIVED
By Patti Witte at 1:08 pm, Aug 16, 2013

SECTION 2 - RULES AND REGULATIONS**2.8. Billing and Payment Procedures (cont'd)**

- 2.8.6. Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the business office of AccessLine or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payment may be made by cash, check, money order, cashier's check, or certain major credit cards. Customer payments are considered prompt when received by AccessLine or its agent by the due date on the bill. Amounts not paid within seventeen (17) days after the mail date of invoice will be considered past due. In the event that a postmark on a customer's payment received after the due date is not discernible, a three day mailing period will be presumed. If the last calendar day for remittance falls on a Sunday, legal holiday, or other day when the offices of AccessLine are not open to the general public, the final payment date shall be extended through the next business day. If AccessLine becomes concerned at any time about the ability of a Customer to pay its bills, AccessLine may require that the Customer pay its bills and make such payments in cash or the equivalent of cash.
- 2.8.7. Any disputed charge may be brought to AccessLine's attention by verbal or written notification. In the case of a billing dispute between the Customer and AccessLine 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 an AccessLine manager. During the period that the disputed amount is under investigation, AccessLine 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, AccessLine may discontinue service. In the event the dispute is not resolved, AccessLine shall inform the customer that the customer has the option to pursue the matter with the Michigan Public Service Commission.
- 2.8.8. The Customer is responsible to pay AccessLine 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. AccessLine may assess up to a twenty-five dollar (\$25) charge for each returned check or credit card chargeback.
- 2.8.10. If service is suspended/disconnected by AccessLine 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.
- 2.8.11. When a customer is unable to pay a charge in full when due, AccessLine shall permit the customer to enter into an initial settlement agreement under which the charge may be paid as mutually agreed by both AccessLine and the customer. A copy of the settlement agreement shall be delivered or mailed to the customer upon request by the customer. Settlement agreements are only set up at the request of the customer. Settlement agreements are intended to function as a short-term solution and will be reviewed and approved on an individual case basis.
- 2.8.12. **Multi-Account, Multi-Brand and Multi-Affiliate Credit and Collections Practices**
- The Company may collect on behalf of itself and/or its affiliates or brands in one or more transactions as permitted by law. In an effort to satisfy any outstanding account balance(s) of the Customer for previously-billed products or services, the Company apply any credit balances of the Customer from one of the Customer's existing or previous accounts to another of the same Customer's existing or previous accounts and the Company may apply any credit balances of the Customer from one Company affiliate or brand to another. In all such instances, the Customer shall remain responsible for any remaining unsatisfied balances, for any fees or taxes, and for any additional balances incurred.

Issued: May 20, 2013

Effective: May 21, 2013

Issued by: Michael B Fischer, Sr. Vice President, Service Operations, AccessLine Communications, Corp.
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RECEIVED**By Patti Witte at 1:09 pm, Aug 16, 2013**

SECTION 2 - RULES AND REGULATIONS**2.9. Interruption of Service**

2.9.1. Credit allowance for the interruption of service that is not due to AccessLine'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 AccessLine 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 AccessLine'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.
- 2.9.2. 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 one (1) of the following adjustments shall be made to the customer's bill in the next billing period in which it is practical to do so:
1. If the duration of the outage is less than five (5) days, the appropriate credit shall be the prorated amount of the customer's monthly service rate.
 2. If the duration of the outage is five (5) days or longer, the appropriate credit is the prorated amount of the customer's monthly service rate for the first four (4) days of the outage, plus an additional \$5.00 per day for the fifth day and each subsequent day of the outage, up to the amount of the customer's monthly service rate.
- 2.9.3. 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 notice, Customer may disconnect service at any time following its minimum service requirement(s).
- 2.11.2. The Customer will be responsible for all charges until the disconnect is affected. For nonusage sensitive charges, 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.

Issued: May 20, 2013

Effective: May 21, 2013

Issued by: Michael B Fischer, Sr. Vice President, Service Operations, AccessLine Communications, Corp.
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RECEIVED

By Patti Witte at 1:09 pm, Aug 16, 2013

SECTION 2 - RULES AND REGULATIONS**2.12. Cancellation for Cause**

- 2.12.1. The Company may shut off service or cancel an application for service, pursuant to applicable Commission rules, without incurring any liability for any of the following reasons:
- A. Nonpayment of a delinquent account for basic intrastate interexchange service.
 - B. Unauthorized tampering or interference with facilities and equipment owned by a provider of basic intrastate interexchange service that are situated on or about the customer's premises.
 - C. Refusal to grant access at reasonable times to equipment installed upon the premises of the customer for the purpose of inspection, maintenance, or replacement.
 - D. Misrepresentation of the customer's identity for the purpose of obtaining basic intrastate interexchange service.
 - E. A violation of a tariff provision of the provider of basic intrastate interexchange service that is on file with or approved by the Michigan P.S.C. that adversely affects the safety of the customer or other persons or the integrity of the provider's intrastate interexchange system.
 - F. Any other unauthorized use or interference with basic intrastate interexchange service.
- 2.12.2. Service may be shut off during normal business hours on or after the date specified in the notice of shutoff. 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. 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.
- 2.12.4. A notice of shutoff of service shall not be issued if a customer has a pending formal complaint before the commission concerning the bill upon which the notice is based.
- 2.12.5. Basic intrastate interexchange service shall not be shut off while a complaint related to the reason for the shutoff is pending.

Issued: May 20, 2013

Effective: May 21, 2013

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RECEIVED**By Patti Witte at 1:09 pm, Aug 16, 2013**

SECTION 2 - RULES AND REGULATIONS**2.12. Cancellation for Cause (cont'd)**

- 2.12.6. 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 provider if the customer has tendered payment in this manner and the check has been dishonored during the last 3 years, excluding bank error.
- 2.12.7. 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 intrastate interexchange service and regulated toll service owed to the Company; (b) an arrangement or settlement agreement requiring the payment of all amounts owed to the Company for basic intrastate interexchange service and regulated toll service; (c) payment of an amount provided by tariff for intrastate interexchange service restoration.

2.13. Notice and Communication

- 2.13.1. The Customer shall designate on the Application for Service an address to which AccessLine shall mail or deliver all notices and other communications, except that AccessLine may also designate a separate address to which AccessLine's bills for service shall be mailed.
- 2.13.2. AccessLine shall designate on the Application for Service an address to which the Customer shall mail or deliver all notices and other communications, except that AccessLine 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 AccessLine at 11201 SE 8th Street, Bellevue, WA 98004 or by calling 206-621-3500. Notices and other communications of either party, and all bills mailed by AccessLine, 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. AccessLine 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 (i.e., gross receipts tax, sales 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 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 AccessLine by any municipal taxing body or municipal authority whether by statute, ordinance, law or otherwise, and whether presently due or to hereafter become due. The charge applicable to each Customer will appear as a separate line item on the Customer's regular monthly bill and shall be determined on a basis equal to the tax levied by each municipal taxing body or municipal authority.

2.15. Customer Billing Inquiries

Any customer who has a question regarding his/her telephone bill may contact AccessLine toll free at (877) 357- 0750, or at 11201 SE 8th Street, Bellevue, WA 98004.

Issued: May 20, 2013

Effective: May 21, 2013

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RECEIVED
By Patti Witte at 1:09 pm, Aug 16, 2013

SECTION 3 - DESCRIPTION OF SERVICES**3.1. General**

Services offerings that include unlimited Usage are limited to use for standard business voice applications. This includes service offerings providing for unlimited local Usage, unlimited intraLATA Usage and/or unlimited interLATA Usage. No non-standard business 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-standard business in nature. If, at any time, the Company determines that the Customer's Usage is non-standard business or is not consistent with use for business voice applications, the Company may immediately take actions to enforce adherence to this tariff and to the Company's Statement of Terms and Conditions of Service that are applicable to interLATA and international long distance. Such actions may include the transition to a higher tier within the customer's existing service plan.

The Company will notify the Customer in writing when the previous month's Usage exceeds that normally associated with standard business 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.

Issued: May 20, 2013

Effective: May 21, 2013

Issued by: Michael B Fischer, Sr. Vice President, Service Operations, AccessLine Communications, Corp.
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RECEIVED
By Patti Witte at 1:09 pm, Aug 16, 2013

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 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 will be rounded up to the nearest whole cent.

3.3. Product Descriptions**3.3.1. Directory Assistance**

Access to long distance directory assistance is obtained by dialing 1 + (area code) + 555-1212 for all listings. A charge will be applicable for each number requested, whether or not the number is listed or published.

3.3.2. Emergency Call Handling Procedures

Emergency "911" calls are not routed, but are completed through the local network at no charge.

3.3.3. Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations. The Company will notify the Commission of such offerings as required by Commission rules and regulations, per section 5.

3.3.4. SmartConference – Conference Calling

SmartConference offers Reserved Conferencing that is configured by the user for up to 100 callers via an easy-to-use web screen. Other features:

Call in Number

Toll Free Access

Conference Scheduling

Start Date-The ability to set the date, up to 1 year in advance, on which the conference will take place.

Issued: May 20, 2013

Effective: May 21, 2013

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By Patti Witte at 1:09 pm, Aug 16, 2013

SECTION 3 - DESCRIPTION OF SERVICES

3.3.4. SmartConference – Conference Calling (cont'd)

Start Time-The ability to set the time the conference call will begin.

Duration-The ability to set how long the conference will last.

Scheduled Conference Size

Maximum Size-One Hundred (100) Callers.

Speaking Participants-The maximum number of speaking participants is 25. The other 75 can list to the Conference Call.

Early Arrival

Green Room w/Hold Music-A feature, which allows guests who call in early to wait and listen to hold music until the host joins.

Green Room w/Open Conferencing-A feature, which allows guests who call in early to talk with each other until the host joins.

Host/Guest Codes

Multiple Host/Guest Codes-The ability to create different combinations of host and guest codes for multiple conference calls.

Host Controls

Continue Until Scheduled End-The ability, once the host disconnects, to continue the conference call until it is scheduled to end.

Continue for 5 Minutes-The ability to allow the conference call to continue for 5 minutes after the host disconnects.

Return Guest to Green Room-The ability, once the host disconnects, to automatically return the guests to the green room until the host reconnects.

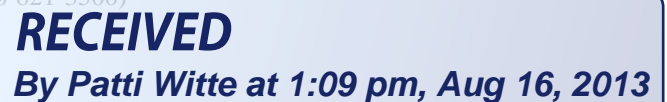
End Conference Call-The ability to end the conference call when the host disconnects.

Conference ID

Conference ID-The ability to specifically create a name for a reserved or reoccurring conference via the web.

Conference Recording

Conference Recording-The ability to specifically record the entirety of the conference, store and listen via the web.



SECTION 3 - DESCRIPTION OF SERVICES

3.3.5. Smart800-Switched Toll Free

Smart800 provides users with a toll free number, which may be directed to the DID number of their choice.

PIN Access-The ability, from any touch-tone phone, to access the user menu by entering a PIN.

Destination Routing

Weekly Schedule-The ability to set automatic routing of incoming calls based on time of day or day of week.

Remote Call Forwarding-The ability to override the existing routing schedule and forward calls “on-the-fly” from any touch-tone phone.

Personal Features

Change PIN-The ability, from any touch-tone phone, to change the personal identification number.

Weekly Schedule-The ability, from any touch-tone phone, to turn on or off the weekly schedule.

3.3.6. Add-On Number Service

Add-On number allows either Smart800 or SmartConference customer to have more than one toll free number associated with their account. Each Add-On Number routes to the associated service number and has no additional features.

SECTION 4 - RATES AND CHARGES

The following rates and charges are applicable to Business Customers.

4.1. **Directory Assistance**

\$0.95

4.2. **Returned Check Charge**

\$25.00

4.3. **Smart800**

This service is provided under product line names of Smart Services, Individual Services, and Biz Services. Service names and pricing vary by product line, sales channel, and offer bundle. These services are charged on a per number basis. Usage fees, ancillary services, and surcharges that may apply to each are shown in separate sections.

Service names are: Smart800, Toll Free, 800

Monthly Recurring Charges

Retail Smart800	Monthly Recurring Charge	Included Monthly Minutes	Addtl Minutes
Economy	\$ 9.80	200	\$ 0.049
Value	\$ 17.50	500	\$ 0.035
Pro Plan	\$ 125.00	5,000	\$ 0.025
Value Plus	\$ 58.00	2,000	\$ 0.029
Costco Exec Smart800	Monthly Recurring Charge	Included Monthly Minutes	Addtl Minutes
Economy	\$ 9.90	300	\$ 0.033
Value	\$ 16.00	500	\$ 0.032
Pro	\$ 29.00	1,000	\$ 0.029
Corporate-1	\$ 120.00	5,000	\$ 0.024
Corporate-2	\$ 190.00	10,000	\$ 0.019

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RECEIVED
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SECTION 4 - RATES AND CHARGES4.3. Smart800 (cont'd)

Costco Gold/Biz Smart800	Monthly Recurring Charge	Included Monthly Minutes	Addtl Minutes
Economy	\$ 10.50	300	\$ 0.035
Value	\$ 17.00	500	\$ 0.034
Pro	\$ 30.00	1,000	\$ 0.030
Corporate-1	\$ 125.00	5,000	\$ 0.025
Corporate-2	\$ 200.00	10,000	\$ 0.020
Office Depot Smart800	Monthly Recurring Charge	Included Monthly Minutes	Addtl Minutes
Economy	\$ 9.80	200	\$ 0.049
Value	\$ 17.50	500	\$ 0.035
Pro Plan	\$ 31.00	1,000	\$ 0.031

4.4. SmartConference

This service is provided under Product Line names of Smart Services, Individual Services, and Biz Services. Service names and pricing vary by product line, sales channel, and offer bundle.

These services are charged on a per number basis. Usage fees, ancillary services, and surcharges that may apply to each are shown in separate sections.

Service names are: SmartConference, Conference, Conferencing, Conf

Monthly Recurring Charges

Retail SmartConference	Monthly Recurring Charge	Included One-time Minutes	Included Monthly Minutes	Addtl Minutes
Convenience	\$ 28.00	500	475	\$ 0.059
Power	\$ 65.00	500	1,667	\$ 0.039
Pro	\$ 125.00	500	5,000	\$ 0.025
Costco Exec SmartConference	Monthly Recurring Charge	Included One-time Minutes	Included Monthly Minutes	Addtl Minutes
Convenience	\$ 16.00	-	500	\$ 0.032
Power	\$ 29.00	-	1,000	\$ 0.029
Power Plus	\$ 120.00	-	5,000	\$ 0.024
Pro	\$ 190.00	-	10,000	\$ 0.019

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By Patti Witte at 1:09 pm, Aug 16, 2013

SECTION 4 - RATES AND CHARGES

4.4. SmartConference (Cont'd)

Costco Exec SmartConference	Monthly Recurring Charge	Included One-time Minutes	Included Monthly Minutes	Addtl Minutes
Convenience	\$ 16.00	-	500	\$ 0.032
Power	\$ 29.00	-	1,000	\$ 0.029
Power Plus	\$ 120.00	-	5,000	\$ 0.024
Pro	\$ 190.00	-	10,000	\$ 0.019
Costco Gold/Biz SmartConference	Monthly Recurring Charge	Included One-time Minutes	Included Monthly Minutes	Addtl Minutes
Convenience	\$ 17.00	-	500	\$ 0.034
Power	\$ 30.00	-	1,000	\$ 0.030
Power Plus	\$ 125.00	-	5,000	\$ 0.025
Pro	\$ 200.00	-	10,000	\$ 0.020
Office Depot SmartConference	Monthly Recurring Charge	Included One-time Minutes	Included Monthly Minutes	Addtl Minutes
Introductory	\$ 19.25	500	550	\$ 0.035
Power	\$ 23.00	500	500	\$ 0.046
Power Plus	\$ 31.00	500	1,000	\$ 0.031
Pro	\$ 125.00	500	5,000	\$ 0.025

4.5. **5.2.5 Add-On Number**

This service is provided under product line names of Smart Services, Individual Services, and Biz Services. Service names and pricing vary by product line, sales channel, and offer bundle. These services are charged on a per number basis. Usage fees, ancillary services, and surcharges that may apply to each are shown in separate sections.

Service names are: Add-on number and Virtual TF

Monthly Recurring Charges

Description	Rate	Rating
Add-on Number monthly plan charge	\$4.49	per number

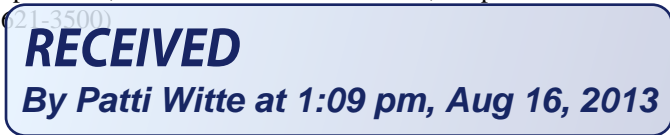
Non- Recurring Charges

Description	Rate	Rating
Add-on Number activation charge	\$9.99	per number

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SECTION 4 - RATES AND CHARGES4.6. **Ancillary Service Charges**

These optional services may be added and are charged on a per number, per occurrence basis.

Per Occurrence Fees

Description	Rate	Rating
Special Features		
Directory Assistance	\$1.250	per call
Recorded Conference Playback	\$0.053	per min
PayPhone charge	\$0.650	per call

Non-Recurring Charges

Description	Rate	Rating
Resporg/TF Number Port Charge	\$10.00	per number
Vanity activation charge	\$20.00	per number

4.7. **Surcharges**

These fees are added for regulatory and industry standards compliance.

Monthly Recurring Charges

Description	Rate	Rating
Regulatory Compliance Fee (800)	\$0.95	per number
Regulatory Compliance Fee (CONF)	\$1.48	per number
Interexchange Carrier Charge	\$0.95	per number

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SECTION 5 - PROMOTIONS AND DISCOUNTS

5.1. **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 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.

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