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SECTION 1 - DEFINITIONS

Authorized User - A person, firm, corporation or other entity who is authorized by the Customer to be connected to the service of the Customer under the terms and regulations of this tariff.

Available Usage Balance - The amount of usage remaining on a Debit Account at any particular point in time. Each Debit Account begins with an initial usage amount which is depleted as services provided by the Company are utilized by the Customer.

Business Service - A switched network service that provides for dial station communications that is described as a business or commercial rate.

Business Customer - A Business Customer is a Customer who subscribes to the Company's Service(s) and whose primary use of the Service is of a business, professional, institutional, or otherwise occupational nature.

Company - Used throughout this tariff to refer to Air Advantage, LLC unless otherwise clearly indicated by the context.

Debit Account - An account which consists of a pre-paid usage balance depleted on a real time basis during each Debit Service Call.

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SECTION 1 - DEFINITIONS, CONT'D

End User - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

Holidays - Holidays observed by the Company as specified below:

New Year's Day
Memorial Day
Fourth of July
Labor Day
Thanksgiving
Christmas
Easter Sunday

LATA - Means the local access and transport area as defined in *United States v American Telephone and Telegraph Co., 569 F.Supp. 990 (D.D.C. 1983)*.

Personal Account Code - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's network which identifies the Debit Account from which charges for service shall be debited and which validates the caller's authorization to use the services provided.

Renewal - A method of replenishing a Debit Account's Available Usage Balance with additional minutes of use as authorized and paid for by the Customer.

Residential Customer - A Residential Customer is a person to whom telecommunications services are furnished predominantly for personal or domestic purposes at the person's dwelling.

Switched Access - A method for reaching the Company through the local switched network whereby the End User uses standard business or residential local lines.

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SECTION 2 - REGULATIONS, CONT'D

2.1 Undertaking of the Company, Cont'd

2.1.3 Terms and Conditions

- (A) Business Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- (B) Business Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Business Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- (C) At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days' written notice. Any termination shall not relieve the Business Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

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SECTION 2 - REGULATIONS, CONT'D

2.1 Undertaking of the Company, Cont'd

2.1.3 Terms and Conditions, cont'd

- (D) Service may be terminated upon written notice to the Customer if:
- (1) the Customer is using the service in violation of this tariff; or
 - (2) the Customer is using the service in violation of the law.
- (E) This tariff shall be interpreted and governed by the laws of the State of Michigan regardless of its choice of laws provision.
- (F) No other telecommunications provider may interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- (G) To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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SECTION 2 - REGULATIONS, CONT'D

2.1 Undertaking of the Company, Cont'd

2.1.4 Liability of the Company

- (A) The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- (B) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government or any state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties when it does not involve the company's employees.

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SECTION 2 - REGULATIONS, CONT'D

2.1 Undertaking of the Company, Cont'd

2.1.4 Liability of the Company, cont'd

- (C) The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- (D) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- (E) Explosive Atmosphere. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Business Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4(E) as a condition precedent to such installations.

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SECTION 2 - REGULATIONS, CONT'D

2.1 Undertaking of the Company, Cont'd

2.1.4 Liability of the Company, cont'd

- (F) The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- (G) The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- (H) **THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.**

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SECTION 2 - REGULATIONS, CONT'D

2.1 Undertaking of the Company, Cont'd

2.1.5 Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance.

The Company will perform adequate scheduling so as to provide service to a customer at a mutually agreed upon time. On a monthly basis, 90% of the commitments to customers with respect to the date of installation of primary basic local exchange service shall be met. The Company will take corrective action if the rate of met commitments falls below 90% for 3 consecutive months. Customer-caused delay or customer-missed appointments will not be figured into the rate of met commitments.

Calls requesting local directory assistance shall be answered within 10 seconds. The Company will take corrective action if its average answer time per month for local directory assistance calls is more than 10 seconds for 3 consecutive months.

The Company will maintain service so that the average monthly rate of initial customer trouble reports in any wire center area is not more than 6 per 100 access lines per month, exclusive of all of the following: (a) Reports concerning interexchange calls. (b) Trouble found in equipment that is not the provider's. (c) Nonregulated customer premises equipment or inside wiring. For the purpose of administering this rule, each party line customer shall be considered to have 1 local access line. Multiple trouble reports that are attributable to a common cause or defect shall not be aggregated. Rather, a separate report shall be counted for each customer line reported in trouble. A provider shall take corrective action if a customer trouble report rate is more than 6 per 100 access lines per month in a wire center area for 3 consecutive months.

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SECTION 2 - REGULATIONS, CONT'D

2.1 Undertaking of the Company, Cont'd

2.1.6 Provision of Equipment and Facilities

- (A) 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 the 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.
- (B) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- (C) The Company may substitute, change or rearrange any equipment or facility at reasonable times, but shall not thereby alter the technical parameters of the service provided the Customer.
- (D) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.

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SECTION 2 - REGULATIONS, CONT'D

2.1 Undertaking of the Company, Cont'd

2.1.6 Provision of Equipment and Facilities, cont'd

- (E) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- (F) The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
- (1) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - (2) the reception of signals by Customer-provided equipment.

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SECTION 2 - REGULATIONS, CONT'D

2.1 Undertaking of the Company, Cont'd

2.1.7 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous 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. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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SECTION 2 - REGULATIONS, CONT'D

2.1 Undertaking of the Company, Cont'd

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- (A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (D) in a quantity greater than that which the Company would normally construct;
- (E) on an expedited basis;
- (F) on a temporary basis until permanent facilities are available;
- (G) involving abnormal costs; or
- (H) in advance of its normal construction.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

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SECTION 2 - REGULATIONS, CONT'D

2.2 Prohibited Uses

- (A) The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- (B) The Company may require business applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Michigan Public Service Commission regulations, policies, orders, and decisions.
- (C) The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- (D) A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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SECTION 2 - REGULATIONS, CONT'D

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- (A) the payment of all applicable charges pursuant to this tariff;
- (B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (C) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

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SECTION 2 - REGULATIONS, CONT'D

2.3 Obligations of the Customer, Cont'd

2.3.1 General, cont'd

- (D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C). Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- (E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

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SECTION 2 - REGULATIONS, CONT'D

2.3 Obligations of the Customer, Cont'd

2.3.1 General, Cont'd

- (F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (G) not creating any liens or other encumbrances on the Company's equipment or facilities; and
- (H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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SECTION 2 - REGULATIONS, CONT'D

2.3 Obligations of the Customer, Cont'd

2.3.2 Claims

With respect to any service or facility provided by the Company, Customers shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- (A) any loss, destruction or damage to the property of the Company or any third party, or death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (B) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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SECTION 2 - REGULATIONS, CONT'D

2.4 Customer Equipment and Channels - Business Customers

2.4.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade or data telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic and data communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- (A) Terminal equipment on the Business User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Business User. The Business User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- (B) The Business Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Business Customer's expense.

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SECTION 2 - REGULATIONS, CONT'D

2.4 Customer Equipment and Channels - Business Customers, Cont'd

2.4.3 Interconnection of Facilities

- (A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Business Customer's expense.
- (B) Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- (C) Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall comply with all applicable federal and state legal and regulatory requirements; and all User-provided wiring shall be installed and maintained in compliance with all such legal and regulatory requirements.
- (D) Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User" as defined below:

“End User means any customer of an interstate or foreign telecommunications service that is not a carrier except that a carrier other than a telephone company shall be deemed to be an “end user” when such carrier uses a telecommunications service for administrative purposes and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an “end user” if all resale transmissions offered by such reseller originate on the premises of such reseller.”

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SECTION 2 - REGULATIONS, CONT'D

2.4 Customer Equipment and Channels - Business Customers, Cont'd

2.4.4 Inspections

- (A) Upon suitable notification to the Business Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Business Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- (B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Business Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Business Customer must take this corrective action and notify the Company of the action taken. If the Business Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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SECTION 2 - REGULATIONS, CONT'D

2.5 Payment Arrangements

2.5.1 Nondiscriminatory Service

The Company will not discriminate against nor penalize a customer for exercising a right granted under this section or under applicable law. The Company will provide all services described under this tariff in compliance with the following:

- (A) The Company will not make a statement or representation, including an omission of material information, regarding the rates, terms, or conditions of providing a basic local exchange service that is false, misleading, or deceptive.
- (B) The Company will not charge a customer for a subscribed service for which the customer did not make an initial affirmative order. Failure to refuse an offered or proposed service is not an affirmative order for the service.
- (C) If a customer cancels a service, the Company will not charge the customer for service provided after the effective date that the service was canceled.
- (D) The Company will not state to a customer that basic local exchange service will be shut off unless the customer pays an amount that is due in whole or in part for an unregulated service.

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SECTION 2 - REGULATIONS, CONT'D

2.5 Payment Arrangements, Cont'd

2.5.2 Payment for Service

(A) Facilities and Service Charges

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company 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.

(B) Taxes

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of the Company's services.

2.5.3 Billing and Collection of Charges

- (A) The Company shall render a bill during each billing period to every Customer. The billing period shall be monthly.
- (B) Non-recurring charges are due and payable from the customer within 30 days after the invoice date, unless otherwise agreed to in advance.
- (C) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.

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SECTION 2 - REGULATIONS, CONT'D

2.5 Payment Arrangements, Cont'd

2.5.3 Billing and Collection of Charges, Cont'd

- (D) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- (E) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (F) If service is disconnected by the Company in accordance with Section 2.5.6 and later restored, restoration of service will be subject to all applicable restoration and installation charges.

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SECTION 2 - REGULATIONS, CONT'D

2.5 Payment Arrangements, Cont'd

2.5.3 Billing and Collection of Charges, Cont'd

- (G) The date of rendition of the Company's bill for basic local exchange service shall be the date of physical mailing of the bill by the Company. If the last calendar day for remittance falls upon a Sunday, legal holiday, or any other day when the offices of the provider regularly used for the receipt of payment of customer bills are not open to the general public, then the final payment date shall be extended through the next business day. The date of payment of remittance by mail is 2 days before receipt of the remittance.
- (H) At a minimum, each Residential Customer bill rendered by the Company shall clearly state all of the following information:
- (1) The beginning and ending dates of the billing period.
 - (2) The due date.
 - (3) Any previous balance.
 - (4) The telephone number for which the bill is rendered.
 - (5) The total amount due for basic local exchange service and regulated toll service.
 - (6) An itemized statement of all taxes due.
 - (7) The total amount due.
 - (8) The statement that rate schedules for basic local exchange service are available and will be mailed by the provider upon request at no cost to the customer.
 - (9) The address and telephone number of the provider, designating where the customer may initiate an inquiry or informal complaint regarding the bill as rendered or the service provided.

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SECTION 2 - REGULATIONS, CONT'D

2.5 Payment Arrangements, Cont'd

2.5.3 Billing and Collection of Charges, Cont'd

- (I) Unless otherwise specified by the Customer, if partial payment of a bill is made, then the Company shall first credit the partial payment to basic local exchange service and regulated toll service.
- (J) Not later than 15 days after the completion of an order for new service or a change in existing service that results in a billing change, the Company shall send to the Residential Customer a written itemized statement of the services ordered, including all associated charges.
- (K) A Residential 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.

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SECTION 2 - REGULATIONS, CONT'D

2.5 Payment Arrangements, Cont'd

2.5.5 Deposits

- (A) To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges, except as stated in (E) below. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed \$150.00 per access line.
- (B) A deposit may be required in addition to an advance payment.
- (C) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.
- (D) Simple interest on deposits will accrue at a rate equal to the rate paid on United States savings bonds, series EE.
- (E) No deposit will be charged for lifeline customer that voluntarily elects to receive toll blocking service.
- (F) The Company will not require a cash deposit or other guarantee as a condition of obtaining basic local exchange service, unless the prospective customer refuses to produce identification that can be readily and inexpensively verified or if the prospective customer has a history of payment default within the past 60 months for telecommunication services.
- (G) The Company is not obligated to provide service to a household under any name if an outstanding bill exists at the address and the person responsible for that bill still resides at the address.

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SECTION 2 - REGULATIONS, CONT'D

2.5 Payment Arrangements, Cont'd

2.5.6 Discontinuance of Service

Part I – Business Customers

- (A) Upon nonpayment of any amounts owing to the Company, the Company may, by providing the requisite prior written notice to the Business Customer, discontinue or suspend service without incurring any liability.
- (B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Business Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- (C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Business Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Business Customer, may discontinue or suspend service without incurring any liability.
- (D) Upon the Business Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- (E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service to Business Customers without incurring any liability.
- (F) In the event of fraudulent use of the Company's network by Business Customers, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.

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SECTION 2 - REGULATIONS, CONT'D

2.5 Payment Arrangements, Cont'd

2.5.6 Discontinuance of Service, Cont'd

Part I – Business Customers, Cont'd

- (G) Upon the Company's discontinuance of service to the Customer under Section 2.5.6(A) or 2.5.6(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

Part II – Residential Customers

- (A) The Company may shut off basic local exchange service to a Residential Customer for one or more of the following reasons:
- (a) Nonpayment of a delinquent account for basic local exchange service;
 - (b) Nonpayment of a delinquent account with a delinquent balance of \$150 or more for basic local exchange service and regulated toll service in the name of the customer;
 - (c) Maintaining a delinquent balance of \$125 or more for three consecutive months for basic local exchange service and regulated toll service;
 - (d) Unauthorized tampering or interference with facilities and equipment owned by a provider of basic local exchange service that are situated on or about the customer's premises.
 - (e) Refusal to grant access at reasonable times to equipment installed upon the premises of the customer for the purpose of inspection, maintenance, or replacement;
 - (f) Misrepresentation of the customer's identity for the purpose of obtaining basic local exchange service.

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SECTION 2 - REGULATIONS, CONT'D

2.5 Payment Arrangements, Cont'd

2.5.6 Discontinuance of Service, Cont'd

Part II – Residential Customers, Cont'd

(A) Cont'd

- (g) A violation of a tariff provision of the provider of basic local exchange service that is on file with or approved by the Michigan Public Service Commission that adversely affects the safety of the customer or other persons or the integrity of the provider's basic local exchange system;
- (h) Any other unauthorized use or interference with basic local exchange service, including improper use of a party line service by denying other customers on the line an equitable proportionate use of the service.

- (B) Notwithstanding any other provision of this tariff, the Company will postpone the shutoff of basic local exchange service and regulated toll service to a Residential Customer for not more than 15 days if the customer produces a physician's certificate stating that the current mental or physical condition of the customer, a member of the customer's family, or another permanent resident of the premises where service is rendered who is suffering from an existing mental illness or medical condition will be endangered by a shutoff of service. The certificate shall identify the mental illness or medical condition of the customer, the member of the customer's family, or other permanent resident of the premises where service is rendered. If the Company is notified telephonically or in writing that a psychiatric or medical emergency exists, then the Company will permit 7 days for the Residential Customer to produce the certificate or notice. The postponement may be extended for 1 additional 15-day period by the renewal and the resubmission of the certificate or notice.

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SECTION 2 - REGULATIONS, CONT'D

2.5 Payment Arrangements, Cont'd

2.5.6 Discontinuance of Service, Cont'd

Part II – Residential Customers, Cont'd

- (C) Notice of shutoff of basic local exchange service shall contain all of the following information:
- (a) The name and the billing address of the customer and, to the extent possible, the address of the service, if different;
 - (b) A clear and concise statement of the reason for the proposed shutoff of service;
 - (c) The date after which service will be subject to shutoff without further notice unless the customer takes appropriate action;
 - (d) The right of the customer to file a formal complaint with the commission if the dispute cannot be otherwise resolved and a statement that the customer must pay to the provider of basic local exchange service that portion of the bill for basic local exchange service and regulated toll service that is not in dispute within 3 days of the date that the formal complaint is filed;
 - (e) A statement that service will not be shut off pending the resolution of a formal complaint that is filed and prosecuted in conformity with all applicable statutes, rules, regulations, and orders of the commission; and
 - (f) The telephone number and address of the Company where the customer may make inquiry or enter into a settlement agreement.

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SECTION 2 - REGULATIONS, CONT'D

2.5 Payment Arrangements, Cont'd

2.5.6 Discontinuance of Service, Cont'd

Part II – Residential Customers, Cont'd

- (D) The Company will not shutoff service unless written notice is sent, by first-class mail, to the customer or personally served not less than 5 days before 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.
- (E) 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.
- (F) Subject to the requirements of these rules, the company may shut off basic local exchange service to a customer on the date specified in the notice of shutoff or within a reasonable time thereafter, but only at times that the Company has personnel available to reconnect service.
- (G) Basic local exchange service shall not be shut off on a day, or a day immediately preceding a day, when the Company's personnel are not available to reconnect service.
- (H) Basic local exchange service shall not be shut off while a complaint related to the reason for the shutoff is pending.

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SECTION 2 - REGULATIONS, CONT'D

2.5 Payment Arrangements, Cont'd

2.5.6 Discontinuance of Service, Cont'd

Part II – Residential Customers, Cont'd

- (I) After basic local exchange service has been shut off to a Residential Customer, the Company will restore service promptly, but not later than 1 working day after the customer's request, when the cause for the shutoff of service has been cured or credit arrangements satisfactory to the Company have been made.
- (J) 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.
- (K) Before restoring service, the Company at its option may require 1 or more of the following: (a) Payment of the total amount due on all of the customer's delinquent and shutoff accounts for basic local exchange service and regulated toll service owed to the provider; (b) An arrangement or settlement agreement requiring the payment of all amounts owed to the provider for basic local exchange service and regulated toll service; (c) Payment of an amount provided by tariff for basic local exchange service restoration; and/or (d) A security deposit or payment guarantee not to exceed \$150 per access line.

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SECTION 2 - REGULATIONS, CONT'D

2.5 Payment Arrangements, Cont'd.

2.5.7 Cancellation of Application for Service

- (A) When a Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- (B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced.
- (C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, maintenance, taxes, and any other costs associated with the special construction or arrangements.
- (D) The special charges described in 2.5.7(A) through 2.5.7(C) will be calculated and applied on a case-by-case basis.

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SECTION 2 - REGULATIONS, CONT'D

2.5 Payment Arrangements, Cont'd

2.5.8 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.6 Allowances for Interruptions in Service

Interruptions in service that are not caused by the Customer, or during which the Company does not provide a satisfactory replacement service, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

2.6.1 Credit for Interruptions

- (A) A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins from the time the Customer's service is reported or is found to be out of service. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- (B) For calculating credit allowances, every month is considered to have 30 days. A credit allowance for fixed recurring fees only is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

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SECTION 2 - REGULATIONS, CONT'D

2.6 Allowances for Interruptions in Service, Cont'd

2.6.1 Credit for Interruptions, Cont'd

(C) A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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SECTION 2 - REGULATIONS, CONT'D

2.6 Allowances for Interruptions in Service, Cont'd

2.6.1 Credit for Interruptions, Cont'd

(C) Cont'd

Over 24 Hours. If a Customer's service is reported or is found to be out of service and remains out of service for more than 24 hours, then 1 of the following adjustments shall be made to the Customer's bill in the next billing period in which it is practicable to do so:

- (1) If the duration of the outage is less than 5 days of a month, then the appropriate credit shall be the prorated amount of the customer's monthly service rate.
- (2) If the duration of the outage is 5 days or longer, then the appropriate credit is the credit owed pursuant to 2.6.1(C)(1) of for the first 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.
- (3) A credit adjustment will not be made if the outage is caused by the Customer or if a satisfactory replacement Service is provided to the Customer. Should the Customer elect to use an alternative Service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative Service.

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SECTION 2 - REGULATIONS, CONT'D

2.6 Allowances for Interruptions in Service, Cont'd

2.6.3 Cancellation For Service Interruption

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

2.7 Restoration of Service

2.7.1 Business Service Restoration

When a Business Customer's Basic Local Exchange Service has been shutoff in accordance with this Tariff, Service will be restored only upon the basis of the Business Customer completing a new application for Service and qualifying for Service as if it were a new Business Customer.

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SECTION 2 – REGULATIONS, CONT'D

2.7 Restoration of Service, Cont'd

2.7.2 Residential Service Restoration

When a Residential Customer's Basic Local Exchange Service has been shutoff in accordance with this Tariff, the Company will restore Service promptly, but not later than one (1) working day after the Residential Customer's request, after the cause for the shutoff of service has been cured or credit arrangements satisfactory to the Company have been made. Before restoring service, the Company reserves the right to require one or more of the following:

- (1) Payment of the total amount due on all of the Customer's delinquent and shutoff accounts for basic local exchange service and regulated toll service owed to the Company;
- (2) An arrangement or settlement agreement requiring the payment of all amounts owed to the Company for basic local exchange service and regulated toll service;
- (3) Payment of the restoration charge and any applicable installation charges pursuant to Section 4.3.4 of this tariff;
- (4) Payment of an advance payment and/or security deposit pursuant to Section 2.5.4 and 2.5.5 of this tariff.

Any payments required for service restoration may be made by the Customer in any reasonable manner, except that payment by personal check may be refused by the Company if the Customer has tendered payment by a check that had been dishonored during the previous 3 years, excluding bank error.

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SECTION 2 - REGULATIONS, CONT'D

2.8 Use of Customer's Service by Others

2.8.1 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

2.9 Cancellation of Service

If a Business Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Business Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.3.

The Business Customer's termination liability for cancellation of service shall be equal to:

- (A) all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Business Customer; plus
- (B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Business Customer; plus
- (C) all Recurring Charges specified in the applicable Service Order Tariff incurred prior to disconnection, cancellation or termination; minus
- (D) a reasonable allowance for costs avoided by the Company as a direct result of the Business Customer's cancellation.

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SECTION 2 - REGULATIONS, CONT'D

2.10 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- (A) to any subsidiary, parent company or affiliate of the Company; or
- (B) pursuant to any sale or transfer of substantially all the assets of the Company; or
- (C) pursuant to any financing, merger or reorganization of the Company.

2.11 Notices and Communications

- (A) The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- (B) The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- (C) All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the 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.
- (D) The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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SECTION 2 - REGULATIONS, CONT'D

2.12 Formal and Informal Procedures

For Residential Customers, informal complaints will be handled by the Company's customer service department, which will use good faith efforts to informally resolve the dispute. If the Company and the Residential Customer are unable to informally resolve the dispute, the customer may file a formal complaint with the Michigan Public Service Commission.

2.12.1 Alternative Dispute Resolution

The following provisions apply if the formal complaint is for \$1,000 or less or if the customer elects to pursue an alternative means of dispute resolution.

- (A) The customer shall file a formal written complaint with the Michigan Public Service Commission.
- (B) If the customer and the Company cannot agree on an alternative means of dispute resolution within 20 days, they shall participate in a mediation proceeding conducted by administrative law judge or other person designated by the Commission.
- (C) If mediation is utilized, the mediator will provide a recommended settlement to the parties within 45 days after the written complaint was filed.
- (D) Within 7 days after the date of the recommended settlement, each party shall file with the commission a written acceptance or rejection of the recommended settlement. A party's failure to file a timely acceptance or rejection shall be deemed to be a rejection of the recommended settlement.
- (E) If the parties accept the recommended settlement, then the recommendation will be adopted by the Commission as a final order.
- (F) If a party rejects the recommended settlement, then the complaint shall proceed to a contested case hearing before the Commission.

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SECTION 2 - REGULATIONS, CONT'D

2.12 Formal and Informal Procedures, Cont'd

2.12.1 Alternative Dispute Resolution, Cont'd

- (G) If the complaint involves a monetary dispute, the party who rejects the recommended settlement shall pay the opposing party's actual costs of proceeding to a contested case hearing, including attorney fees, unless the final order of the commission is more favorable to the rejecting party than the recommended settlement under this section. A final order is considered more favorable if it differs by 10% or more from the recommended settlement in favor of the rejecting party. If both parties reject the recommended settlement, then each party shall be responsible for its own costs and attorney fees.

2.12.2 Payment of Amount Not In Dispute

- (A) If a customer files a formal complaint with the Commission, then the Company may require the Customer to pay an amount equal to the part of the bill that is not in dispute.
- (B) The amount that is not in dispute shall be mutually determined by the Company and the Customer.
- (C) If the Company and the Customer are unable to mutually determine the amount that is not in dispute, then the Company may require the Customer to pay up to 50% of the amount that is in dispute.
- (D) If the Customer fails to pay to the Company either the amount that is not in dispute or 50% of the amount that is in dispute, then the Company may shut off service consistent with this tariff.
- (E) If the dispute is ultimately resolved in favor of the Customer, in whole or in part, then any excess moneys paid by the Customer shall be refunded promptly, with simple interest paid at the rate paid on United States Savings Bonds, series EE.

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SECTION 2 - REGULATIONS, CONT'D

2.13 Customer Access to Information

2.13.1 Publication of Procedures

- (A) The Company will have a pamphlet available for its customers that, in layman's terms, lists and summarizes the rights and responsibilities of its customers and the Company
- (B) The pamphlet will be displayed prominently and shall be available at all of the Company's office locations that are open to the general public. The pamphlet shall be available upon customer request at no charge.
- (C) The pamphlet shall include all of the following information:
 - (1) Methods for customers to understand and verify the accuracy of billings.
 - (2) Payment standards and procedures.
 - (3) Procedures for shutoff and reconnection of basic local exchange service.
 - (4) Inquiry, service, and complaint procedures.
 - (5) Commission procedures related to customer complaints.
- (D) The information contained in the pamphlet shall be made available by the Company in audio format to customers who have visual impairments at no cost to the customers. The information may be provided through recorded announcements or the physical provision of a recording.

2.13.2 Public Access to Rules and Rates

The Company will keep on file, and provide public access to, a copy of the Michigan Public Service Commission's rules and a schedule of all rates and service charges at all of its offices that are open to the general public. Upon the request of a customer and at no cost to the customer, the Company will provide a customer with 1 copy of the rules and the rate schedules applicable to the customer's usage.

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SECTION 3 - SERVICE OFFERINGS

3.1 General

The regulations set forth in this section govern the application of rates for services contained in this tariff.

3.1.1 Application of Business and Residence Rates

- A. The determination as to whether telephone service should be classified as business or residential is based on the character of the use to be made of the service. Service is classified as business where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a personal or domestic nature, service is classified as residential service if installed in a residence.
- B. Business rates apply at the following locations, among others:
1. In offices, stores and factories, and in quarters occupied by clubs, lodges, fraternal societies, schools, colleges, libraries, hospitals and other business establishments.
 2. In residential locations where the place of residence is in the immediate proximity to a place of business and it is evident that the telephone in the residence is or will be used for business purposes; and in residence locations where an extension is located at a place where business rates would apply.
 3. In the residence of a practicing physician, dentist, veterinarian, surgeon or other medical practitioner who has no service at business rates at another location.
 4. In any residential location where there is substantial business use of the service and the customer has no service at business rates.

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SECTION 3 - SERVICE OFFERINGS, CONT'D

3.1.1 Application of Business and Residence Rates, Cont'd

Residential rates apply at the following locations, among others:

In private residences; in the residential portion of hotels, apartment houses, boarding houses, churches, or institutions when the use of the service is confined to the domestic use of the customer and listings of a business nature are not furnished.

In the residence of a practicing physician, dentist, veterinarian, surgeon or other medical practitioner provided that such residence is not a part of an office building and provided the customer has service charged for at business rates at another location.

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:

- (A) Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
- (B) 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). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- (C) Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

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SECTION 3 - SERVICE OFFERINGS, CONT'D

3.3 Rates Based Upon Distance

Where charges for a service are specified based upon distance, the following rules apply:

- 3.3.1** Distance between two points is measured as airline distance between the Rate Centers of the originating and terminating telephone lines. The Rate Center is a set of geographic coordinates, as referenced in National Exchange Carrier Association, Inc. Tariff FCC No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the Rate Center of the Customer's main billing telephone number.

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SECTION 3 - SERVICE OFFERINGS, CONT'D

3.4 Calculation of Distance

Usage charges are based on the airline distance between the serving wire centers associated with the originating and terminating points of the call. The serving wire centers of a call are determined by area code and exchange numbers. All calls are billed from the End User's serving wire center to the terminating point serving wire center.

The distance between the originating point and that of the destination point is calculated by using the "V" and "H" coordinates as defined by NECA Tariff FCC No. 4, in the following manner:

Step 1: Obtain the "V" and "H" coordinates for the originating point and the destination point.

Step 2: Obtain the difference between the "V" coordinates of each of the Rate Centers.
Obtain the Difference between the "H" coordinates.

Step 3: Square the differences obtained in Step 2.

Step 4: Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5: Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating serving wire centers.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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SECTION 3 - SERVICE OFFERINGS, CONT'D

3.7 Basic Local Exchange Service

Basic Local Exchange Service provides a Customer with a telephonic connection to, and a unique telephone number on, the Company's switching network which enables the Customer to:

- a) receive calls from other stations on the public switched telephone network;
- b) access the Company's Local Calling Services and other Services as set forth in this tariff;
- c) access interexchange calling services of the Company and of other carriers;
- d) access (at no additional charge) to the Company's operators and business office for service related assistance;
- e) access toll-free telecommunications services such as 800 NPA; and access toll-free emergency services by dialing 0 or 9-1-1 (where available);
- f) access relay services for the hearing and/or speech impaired.

Basic Local Exchange Service can also be used to originate calls to other telephone companies' caller-paid information services (e.g. NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's switch at no charge upon customer request. Each Basic Local Exchange Service corresponds to one or more telephonic communications channels that can be used to place or receive one call at a time.

Exchange Access Line - The service central office line equipment and all the Company plant facilities up to the demarcation point. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariffed use offering selected by the customer.

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SECTION 3 - SERVICE OFFERINGS, CONT'D

3.8 Lifeline Program

The lifeline program provides assistance for eligible Residential customers. Credits are applied to the end user's basic local exchange service. For eligible Residential customers under the age of 65, the assistance available is the greater of \$9.25 per customer per month or 20% of the basic local exchange rate. For eligible customers over the age of 65, the assistance available is the greater of \$12.35 per customer per month or 25% of the basic local exchange rate. At no time shall the total lifeline credit exceed the sum of the end-user common line charge and the basic local exchange rate.

3.8.1 Eligible Customers

Customers are eligible if the Customer's annual income does not exceed 150% of the federal poverty guidelines published annually in the federal register by the United States department of health and human services and as approved by the state treasurer, or the person must participate in 1 of the following federal assistance programs:

- (a) Medicaid.
- (b) Food stamps.
- (c) Supplemental security income.
- (d) Federal public housing assistance.
- (e) Low-income home energy assistance program.
- (f) National school lunch program's free lunch program.
- (g) Temporary assistance for needy families.

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SECTION 3 - SERVICE OFFERINGS, CONT'D

3.9 Emergency Services

Allows Customers to reach appropriate emergency services including police, fire and medical services. The 911 Service includes lines and central office features necessary to provide the capability to answer, transfer and dispatch public emergency telephone calls originated by persons within the telephone central office areas arranged for 911 calling. If 911 Service is not available in an area, the Company shall make arrangements for the Customer to reach the appropriate emergency services through dialing "0".

3.10 Telecommunications Relay Service

Telecommunications Relay Service enables hearing-impaired or speech-impaired persons who use a text telephone or similar devices to communicate freely with the hearing population for using the text telephone and vice versa. The Company does not impose any charge to end users for access to Telecommunications Relay Service. However, persons using this Service are liable for applicable per call/increment charges.

3.11 Telephone Directory

For Customers that subscribed to the Company's Basic Local Exchange Service, the Company will provide each Customer annually at no charge one copy of a printed directory listing all telephone Service subscribers, except for unlisted and unpublished numbers, within the Customer's local exchange area. The Company may, at its option, either publish its own directory or provide a copy of one published by the dominant exchange service provider.

3.12 Call Blocking Service

Call Blocking Service is a Service which provides Customers with the capability to block originating calls to the 1-900 calling networks or 976 services. When Call Blocking Service is requested, all originating calls to 900 numbers nationwide will be blocked. Calls to a 976 service will also be blocked. Customers with Call Blocking Service attempting to dial a 900 number from a restricted line will reach a Company-provided or DUC-provided intercept announcement. Call Blocking is provided at no charge.

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SECTION 4 - RATES AND CHARGES, CONT'D

4.2 Rates By Individual Contract Basis (ICB)

In lieu of any rates set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for the Company's services may be established at negotiated rates on an individual contract basis (ICB), taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other customers. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligation and regulation set forth in this tariff shall be incorporated into, and become a part of, said contract, and shall be binding on the Company and the Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis.

In addition to any rate or charge established by the Carrier, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Carrier or directly by the local exchange company, at the Carrier's option.

Upon completion of any contractual arrangements entered into under this section, the Company will file additional tariff sheets as an amendment to this tariff summarizing the services, rates, terms, conditions, and duration of the contract, and will make the contract itself available to the Commission upon the Commission's request. The Company reserves the right to protection from public disclosure of proprietary information contained in such contracts as allowed under law.

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SECTION 5 - SERVICE AREAS

5.1 Legal Descriptions and Maps

The Company is licensed to provide local exchange service in all Incumbent Local Exchange Carriers' service territories throughout the State of Michigan. The Company hereby mirrors the Map and Legal Description contained in the tariffs of Incumbent Local Exchange Carriers to identify its service territory. Any future modifications to these exchange boundaries or legal descriptions of these boundaries will be automatically mirrored by the Company on a going forward basis. If not mirrored, new detailed maps and legal descriptions on an individual exchange basis will be filed with the MPSC for approval.

Exchange	Incumbent Local Exchange Carrier
Ada	AT&T Michigan
Akron	AT&T Michigan
Albion	AT&T Michigan
Alto	AT&T Michigan
Algonac	AT&T Michigan
Amasa	AT&T Michigan
Ann Arbor	AT&T Michigan
Applegate	AT&T Michigan
Armada	AT&T Michigan
Athens	AT&T Michigan
Auburn	AT&T Michigan
Auburn Heights	AT&T Michigan
Bad Axe	AT&T Michigan
Baldwin	AT&T Michigan
Bark River	AT&T Michigan
Battle Creek	AT&T Michigan
Bay City	AT&T Michigan
Bay Port	AT&T Michigan
Beaverton	AT&T Michigan
Belding	AT&T Michigan
Belleville	AT&T Michigan
Bellevue	AT&T Michigan
Benton Harbor	AT&T Michigan
Bergland	AT&T Michigan
Berrien Springs	AT&T Michigan
Bessemer	AT&T Michigan
Beulah	AT&T Michigan
Big Bay	AT&T Michigan
Big Rapids	AT&T Michigan
Birch Run	AT&T Michigan



SECTION 5 - SERVICE AREAS, CONT'D

5.1 Legal Descriptions and Maps, Cont'd

Exchange	Incumbent Local Exchange Carrier
Boyne City	AT&T Michigan
Birmingham	AT&T Michigan
Brevort	AT&T Michigan
Brighton	AT&T Michigan
Buchanan	AT&T Michigan
Byron	AT&T Michigan
Byron Center	AT&T Michigan
Cadillac	AT&T Michigan
Caledonia	AT&T Michigan
Calumet	AT&T Michigan
Carleton	AT&T Michigan
Carsonville	AT&T Michigan
Casnovia	AT&T Michigan
Cedar Springs	AT&T Michigan
Center Line	AT&T Michigan
Champion	AT&T Michigan
Channing	AT&T Michigan
Charlevoix	AT&T Michigan
Charlotte	AT&T Michigan
Cheboygan	AT&T Michigan
Chelsea	AT&T Michigan
Clare	AT&T Michigan
Clarklake	AT&T Michigan
Clarkston	AT&T Michigan
Clarksville	AT&T Michigan
Clio-Mt. Morris	AT&T Michigan
Coleman	AT&T Michigan
Coloma	AT&T Michigan
Commerce	AT&T Michigan
Coral	AT&T Michigan
Cornell	AT&T Michigan
Croswell	AT&T Michigan
Crystal Falls	AT&T Michigan
Curtis	AT&T Michigan
Dansville	AT&T Michigan
Detroit	AT&T Michigan
Dexter	AT&T Michigan
Dimondale	AT&T Michigan
Dorr	AT&T Michigan
Drayton Plains	AT&T Michigan

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SECTION 5 - SERVICE AREAS, CONT'D.

5.1 Legal Descriptions and Maps, Cont'd

Exchange	Incumbent Local Exchange Carrier
Dutton	AT&T Michigan
East Jordan	AT&T Michigan
East Tawas	AT&T Michigan
Eaton Rapids	AT&T Michigan
Eau Claire	AT&T Michigan
Elk Rapids	AT&T Michigan
Engadine	AT&T Michigan
Escanaba	AT&T Michigan
Ewart	AT&T Michigan
Fairgrove	AT&T Michigan
Farmington	AT&T Michigan
Farwell	AT&T Michigan
Fenton	AT&T Michigan
Fife Lake	AT&T Michigan
Flat Rock	AT&T Michigan
Flint	AT&T Michigan
Flushing	AT&T Michigan
Fountain	AT&T Michigan
Fowlerville	AT&T Michigan
Frankenmuth	AT&T Michigan
Frankfort	AT&T Michigan
Freeland	AT&T Michigan
Freeport	AT&T Michigan
Freesoil	AT&T Michigan
Fremont	AT&T Michigan
Fulton	AT&T Michigan
Gagetown	AT&T Michigan
Galesburg	AT&T Michigan
Galien	AT&T Michigan
Gladstone	AT&T Michigan
Gladwin	AT&T Michigan
Grand Blanc	AT&T Michigan
Grand Haven	AT&T Michigan
Grand Rapids	AT&T Michigan
Grant	AT&T Michigan
Grattan	AT&T Michigan
Greenville	AT&T Michigan

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SECTION 5 - SERVICE AREAS, CONT'D

5.1 Legal Descriptions and Maps, Cont'd

Exchange	Incumbent Local Exchange Carrier
Gwinn	AT&T Michigan
Harbor Springs	AT&T Michigan
Harrietta	AT&T Michigan
Harrison	AT&T Michigan
Hartland	AT&T Michigan
Hastings	AT&T Michigan
Hermansville	AT&T Michigan
Hillsdale	AT&T Michigan
Holland	AT&T Michigan
Holly	AT&T Michigan
Holt	AT&T Michigan
Hopkins	AT&T Michigan
Houghton	AT&T Michigan
Howell	AT&T Michigan
Hudsonville	AT&T Michigan
Indian River	AT&T Michigan
Interlochen	AT&T Michigan
Ionia	AT&T Michigan
Iron Mountain	AT&T Michigan
Iron River	AT&T Michigan
Irons	AT&T Michigan
Ironwood	AT&T Michigan
Ishpeming	AT&T Michigan
Jackson	AT&T Michigan
Jamestown	AT&T Michigan
Jonesville	AT&T Michigan
Kalamazoo	AT&T Michigan
Kalkaska	AT&T Michigan
Kent City	AT&T Michigan
Keweenaw	AT&T Michigan
Lake Leelanau	AT&T Michigan
Lake Linden	AT&T Michigan
Lake Odessa	AT&T Michigan
Lake Orion	AT&T Michigan
Lansing	AT&T Michigan
Lapeer	AT&T Michigan

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SECTION 5 - SERVICE AREAS, CONT'D

5.1 Legal Descriptions and Maps, Cont'd

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Le Roy	AT&T Michigan
Leslie	AT&T Michigan
Lexington	AT&T Michigan
Linwood	AT&T Michigan
Livonia	AT&T Michigan
Lowell	AT&T Michigan
Luther	AT&T Michigan
Mackinac Island	AT&T Michigan
Mackinac City	AT&T Michigan
Mancelona	AT&T Michigan
Manchester	AT&T Michigan
Manistee	AT&T Michigan
Manton	AT&T Michigan
Marine City	AT&T Michigan
Marion	AT&T Michigan
Marne	AT&T Michigan
Marquette	AT&T Michigan
Marshall	AT&T Michigan
Martin	AT&T Michigan
Mason	AT&T Michigan
Mayville	AT&T Michigan
Mc Bain	AT&T Michigan
Menominee	AT&T Michigan
Michigamme	AT&T Michigan
Middleville	AT&T Michigan
Midland	AT&T Michigan
Milan	AT&T Michigan
Moline	AT&T Michigan
Monroe	AT&T Michigan
Morley	AT&T Michigan
Mt. Clemens	AT&T Michigan
Mulliken	AT&T Michigan
Napoleon	AT&T Michigan
Nashville	AT&T Michigan
Negaunee	AT&T Michigan
Newaygo	AT&T Michigan
New Baltimore	AT&T Michigan
Newberry	AT&T Michigan

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SECTION 5 - SERVICE AREAS, CONT'D

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Saginaw	AT&T Michigan
St. Charles	AT&T Michigan
St. Clair	AT&T Michigan
St. Helen	AT&T Michigan
St. Ignace	AT&T Michigan
St. Joseph	AT&T Michigan
Sand Lake	AT&T Michigan
Sandusky	AT&T Michigan
Saranac	AT&T Michigan
Sault Ste. Marie	AT&T Michigan
Scotts	AT&T Michigan
Scottville	AT&T Michigan
Sebawaing	AT&T Michigan
Snover	AT&T Michigan
Southfield	AT&T Michigan
South Lyon	AT&T Michigan
Sparta	AT&T Michigan
Standish	AT&T Michigan
Stephenson	AT&T Michigan
Three Oaks	AT&T Michigan
Traverse City	AT&T Michigan
Trenton	AT&T Michigan
Trout Lake	AT&T Michigan
Troy	AT&T Michigan
Trufant	AT&T Michigan
Tustin	AT&T Michigan
Ubly	AT&T Michigan
Unionville	AT&T Michigan
Utica	AT&T Michigan
Vassar	AT&T Michigan
Vermontville	AT&T Michigan
Vicksburg	AT&T Michigan
Wakefield	AT&T Michigan
Walled Lake	AT&T Michigan
Walloon Lake	AT&T Michigan
Warren	AT&T Michigan
Washington	AT&T Michigan
Watersmeet	AT&T Michigan
Watervliet	AT&T Michigan
Wayland	AT&T Michigan

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SECTION 5 - SERVICE AREAS, CONT'D

5.1 Legal Descriptions and Maps, Cont'd

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Buckley	Ace Telephone Company of Michigan
Copemish-Thompsonville	Ace Telephone Company of Michigan
Hoxeyville	Ace Telephone Company of Michigan
Mesick	Ace Telephone Company of Michigan
Old Mission	Ace Telephone Company of Michigan
South Boardman	Ace Telephone Company of Michigan
Robbs Creek	Allband Communications Cooperative
Allendale	Allendale Telephone Company
Drenthe	Allendale Telephone Company
Alston	Baraga Telephone Company
Baraga	Baraga Telephone Company
L'Anse	Baraga Telephone Company
Tapiola	Baraga Telephone Company
Banfield	Barry County Telephone Company
Delton	Barry County Telephone Company
Lacey	Barry County Telephone Company
Pine Lake	Barry County Telephone Company
Blanchard	Blanchard Telephone Co.
Bloomingtondale	Bloomingtondale Telephone Company, Inc.
Carr	Carr Telephone Company
Au Gres	CenturyTel Midwest-Michigan, Inc.
Borculo	CenturyTel Midwest-Michigan, Inc.
Brant	CenturyTel Midwest-Michigan, Inc.
Chesaning	CenturyTel Midwest-Michigan, Inc.
Chippewa Lake	CenturyTel Midwest-Michigan, Inc.
Goodrich	CenturyTel Midwest-Michigan, Inc.

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SECTION 5 - SERVICE AREAS, CONT'D

5.1 Legal Descriptions and Maps, Cont'd

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Port Hope	CenturyTel of Michigan, Inc.
Sand Lake Heights	CenturyTel of Michigan, Inc.
Sixty Lakes	CenturyTel of Michigan, Inc.
Suttons Bay	CenturyTel of Michigan, Inc.
Vickeryville	CenturyTel of Michigan, Inc.
Whittenmore	CenturyTel of Michigan, Inc.
Falmouth	CenturyTel of Northern Michigan, Inc.
Kingsley	CenturyTel of Northern Michigan, Inc.
Cedarville	CenturyTel of Upper Michigan, Inc.
DeTour	CenturyTel of Upper Michigan, Inc.
Garden	CenturyTel of Upper Michigan, Inc.
Gulliver	CenturyTel of Upper Michigan, Inc.
Kinross	CenturyTel of Upper Michigan, Inc.
Manistique	CenturyTel of Upper Michigan, Inc.
Pickford	CenturyTel of Upper Michigan, Inc.
Rudyard	CenturyTel of Upper Michigan, Inc.
Chapin	Chapin Telephone Company
Brimley (including Bay Mills)	Chippewa County Telephone Company
Climax	Climax Telephone Company
Metro	Climax Telephone Company
Deerfield	Deerfield Farmers Telephone Company
Petersburg	Deerfield Farmers Telephone Company

ISSUED UNDER AUTHORITY OF PA 179 of 1991, as amended

ISSUED: November 20, 2015

EFFECTIVE: November 23, 2015

ISSUED BY: Scott A. Zimmer, President

Air Advantage, LLC
465 N. Franklin Street
Frankenmuth, Michigan 48734
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SECTION 5 - SERVICE AREAS, CONT'D

5.1 Legal Descriptions and Maps, Cont'd

Exchange

Allen
Brooklyn
Bundy Hill
Cambria
Camden
Concord
Frontier
Hanover-Horton
Montgomery
North Adams
Onsted
Osseo-Pittsford
Prattville
Ransom

Independent Incumbent Local Exchange Carrier

Frontier Communications of Michigan, Inc.
Frontier Communications of Michigan, Inc.
Frontier Communications of Michigan, Inc.
Frontier Communications of Michigan, Inc.
Frontier Communications of Michigan, Inc.
Frontier Communications of Michigan, Inc.
Frontier Communications of Michigan, Inc.
Frontier Communications of Michigan, Inc.
Frontier Communications of Michigan, Inc.
Frontier Communications of Michigan, Inc.
Frontier Communications of Michigan, Inc.
Frontier Communications of Michigan, Inc.
Frontier Communications of Michigan, Inc.
Frontier Communications of Michigan, Inc.

Eckerman
Grand Marais
Hiawatha Forest
Hulbert
Munising
Paradise
Seney
Shingleton

Hiawatha Telephone Company
Hiawatha Telephone Company
Hiawatha Telephone Company
Hiawatha Telephone Company
Hiawatha Telephone Company
Hiawatha Telephone Company
Hiawatha Telephone Company
Hiawatha Telephone Company

Dublin
Brethren
Kaleva
Wellston

Kaleva Telephone Company
Kaleva Telephone Company
Kaleva Telephone Company
Kaleva Telephone Company

Durand
Lennon

Lennon Telephone Company
Lennon Telephone Company

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SECTION 5 - SERVICE AREAS, CONT'D

5.1 Legal Descriptions and Maps, Cont'd

Exchange	Independent Incumbent Local Exchange Carrier
Golden Lake	Midway Telephone Company
Trout Creek	Midway Telephone Company
Wanton	Midway Telephone Company
Ogden Center	Ogden Telephone Company
Bruce Crossing	Ontonagon County Telephone Company
Mass-Greenland	Ontonagon County Telephone Company
Rockland	Ontonagon County Telephone Company
Ewen	Ontonagon County Telephone Company
Ontonagon	Ontonagon County Telephone Company
White Pine	Ontonagon County Telephone Company
Alba	Pigeon Telephone Company
Lake of the North	Pigeon Telephone Company
Pigeon	Pigeon Telephone Company
Twining	Pigeon Telephone Company
Sand Creek	Sand Creek Telephone Company
Springport	Springport Telephone Company
Au Train	TDS Telecom/Chatham Telephone Company
Chatham	TDS Telecom/Chatham Telephone Company
Sand River	TDS Telecom/Chatham Telephone Company
Skandia	TDS Telecom/Chatham Telephone Company
Trenary	TDS Telecom/Chatham Telephone Company
Augusta	TDS Telecom/Communications Corp. of MI (CCM)
Clayton	TDS Telecom/Communications Corp. of MI (CCM)
Hickory Corners	TDS Telecom/Communications Corp. of MI (CCM)

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SECTION 5 - SERVICE AREAS, CONT'D

5.1 Legal Descriptions and Maps, Cont'd

Exchange	Independent Incumbent Local Exchange Carrier
Beaver Island (St James)	TDS Telecom/Island Telephone Company (MI)
Bois Blanc	TDS Telecom/Island Telephone Company (MI)
Bell Oak	TDS Telecom/Shiawassee Telephone Co.
Perry	TDS Telecom/Shiawassee Telephone Co.
Shafsburg	TDS Telecom/Shiawassee Telephone Co.
Fostoria	TDS Telecom/Wolverine Telephone Co.
Millington	TDS Telecom/Wolverine Telephone Co.
Munger	TDS Telecom/Wolverine Telephone Co.
Sanford	TDS Telecom/Wolverine Telephone Co.
Amble	Upper Peninsula Telephone Company
Carney	Upper Peninsula Telephone Company
Chester	Upper Peninsula Telephone Company
Donken	Upper Peninsula Telephone Company
Drummond Island	Upper Peninsula Telephone Company
Faithorn	Upper Peninsula Telephone Company
Felch	Upper Peninsula Telephone Company
Fence River	Upper Peninsula Telephone Company
Grace Harbor	Upper Peninsula Telephone Company
Lake Gogebic	Upper Peninsula Telephone Company
Manistee River	Upper Peninsula Telephone Company
Marenisco	Upper Peninsula Telephone Company
Michigamme Forest	Upper Peninsula Telephone Company
North Land O'Lakes	Upper Peninsula Telephone Company
Rexton	Upper Peninsula Telephone Company
Scott Point	Upper Peninsula Telephone Company
Smokey Lake	Upper Peninsula Telephone Company
Wallace	Upper Peninsula Telephone Company
Watson	Upper Peninsula Telephone Company

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