TITLE SHEET

COMTEL NETWORK, LLC

TARIFF NO. 1

This tariff contains the description, regulations, and rates applicable to the furnishing of telecommunications services provided by **Comtel Network, LLC** with principal offices located at 670 E. Bullard, Suite 103, Fresno, CA 93710. This tariff is on file with the Arizona Corporation Commission ("Commission"), and copies may be inspected during normal business hours at the Company's principal place of business.

CHECK SHEET

All sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

Sheet	Revision	Sheet	Revision
1	Original	21	Original
2	Original	22	Original
3	Original	23	Original
4	Original	24	Original
5	Original		
6	Original		
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SYMBOLS

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

D - To Signify Discontinued Rate or Regulation

I - To Signify Rate Increase

M - To Signify Text Moved From Another Tariff Location

N - To Signify New Rate or Regulation

R - To Signify Rate Reduction

T - To Signify Change In Text, But No Change In Rate or Regulation

TARIFF FORMAT

A. Sheet Numbering - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between existing sheets with whole numbers, a decimal is added. For example, a new sheet added between Sheets 14 and 15 would be Sheet 14.1.

B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, 4th Revised Sheet 14 cancels 3rd Revised Sheet 14.

C. Paragraph Numbering Sequence - This tariff contains various levels of paragraph coding. Each level of coding is subservient to its next higher level of coding. For example,

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

D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Commission.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

1.1 Definitions:

Application for Service - A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the carrier to provide the communication service as required.

Authorized User - A person, firm, corporation, or other entity authorized by the customer to receive or send communications.

Cancellation of Order - A customer-initiated request to discontinue processing a service order, either in part or in its entirety, prior to its completion.

Carrier - Comtel Network, LLC, unless specifically stated otherwise.

Company - Comtel Network, LLC, also referred to as Carrier.

Completed Calls - Completed calls are calls answered on the distance end. In the event a customer is charged for an incomplete call, the Company will issue a credit to the customer upon request.

Customer - The person, firm, corporation, or other entity which orders or uses service and is responsible by law for payment for communication service from the telephone utility.

Customer Provided Equipment - Terminal equipment provided by a customer.

Day Rate Period - 8:00 a.m. through 4:59 p.m., Monday through Friday.

Due Date - The last day for payment without unpaid amounts being subject to a late payment charge.

1.1 Definitions: (continued)

Evening Rate Period - 5:00 p.m. through 10:59 p.m., Sunday through Friday.

Holidays - Carrier's recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Message - A completed telephone call by a customer or user.

Night/Weekend Rate Period - 11:00 p.m. through 7:59 a.m., every day; 8:00 a.m. through 10:59 p.m. Saturday; and 8:00 a.m. through 4:59 p.m. Sunday.

Normal Business Hours - 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

Premises - The space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer separated only by a public thoroughfare, a railroad right of way or a natural barrier.

Terminal Equipment - All telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically or inductively to the telecommunication system of the telephone utility.

1.2 Abbreviations:

LATA - Local Access Transport Area

LEC - Local Exchange Carrier

MTS - Message Toll Service

NSF - Non-Sufficient Funds

PBX - Private Branch Exchange

SAL - Special Access Line

V&H - Vertical and Horizontal

SECTION 2 - RULES AND REGULATIONS

2.1 Carrier Undertaking

Carrier provides long distance interexchange telephone service to customers for their direct transmission of voice, data, and other types of telecommunications.

Communications originate when the customer accesses Carrier directly or through the facilities of the local service carrier via one or more access lines, equal access or on a dial-up basis. Carrier 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 Carrier network. The customer shall be responsible for all charges due for such service arrangements.

The Company's services are provided on a monthly basis unless otherwise stated in this tariff, and are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Limitations on Service

2.2.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.

2.2.2 Carrier reserves the right to discontinue furnishing service upon written notice, when necessitated by conditions beyond its control or when the customer is using the service in violation of the provisions of this tariff or in violation of the law.

2.2.3 Title to any equipment provided by Carrier under these regulations remains with Carrier. Prior written permission from the company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to any such assignee or transferee.

2.3 Use of Service

Service may not be used for any unlawful purposes.

The minimum period for service is one month (30 days), unless otherwise noted in the customer's service agreement.

2.4 Limitation of Liability

2.4.1 Carrier shall not be liable to any person, firm or entity for damages, either direct, indirect, consequential, special, incidental, actual, punitive, or for any other damages or for any lost profits arising out of mistakes, accidents, errors, omissions, interruptions, delays or defects in transmissions arising out of or relating to this tariff or the obligations of Carrier pursuant to this tariff, and not caused by the negligence of the carrier, commencing upon activation of service and in no event exceeding an amount equivalent to the proportionate charge to the customer for the period of service during which mistakes, accidents, errors, omissions, interruptions, delays or defects in transmission occur. Carrier makes no warranty, whether express, implied or statutory, as to the description, quality, merchantability, completeness or fitness of the service or local access, or as to any other matter, all of which warranties by Carrier are hereby excluded and disclaimed.

2.4.2 Carrier will indemnify the customer and hold it harmless for any and all loss, damage, liability or expense asserted against the customer by a third party on account of any property damage or personal injury caused by any negligence or willful misconduct of Carrier or its agents or representatives arising out of performance of any testing or other activities on the customer's premises pursuant to this tariff. Carrier's obligations under the preceding sentence shall be subject to the customer's full performance of this tariff and the customer's duty to take reasonable precautions in the location, construction, maintenance and operation of all activities, facilities and equipment for protection against hazard or injury and interference with the services provided by Carrier.

2.4 Limitation of Liability (continued)

2.4.3 Carrier shall be indemnified and held harmless by the customer against:

A. Claims for libel, slander, infringement of patent or copyright or unauthorized use of any trademark, trade name, or service mark arising out of the material, data information, or other content transmitted over the carrier's facilities; and

B. All other claims arising out of any act or omission by the customer in connection with any service provided by Carrier.

2.4.4 Carrier shall not be liable for, and the customer indemnifies and holds Carrier harmless from, any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by the customer or by any party or persons, for a personal injury to, or death of, any person or persons, and for any loss, damage, defacement, or destruction of the premises of the customer or any other 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, condition, location, or use that is not the direct result of the carrier's negligence. No agents or employees or other carriers shall be deemed to be agents or employees of Carrier.

2.5 Interruption of Service

A credit allowance for interruptions of service which are not due to Carrier's testing or adjusting, to the negligence of the customer, or to the failure of the channels, equipment, and/or communications systems provided by the customer, are subject to the general liability provisions set forth herein. It shall be the obligation of the customer to notify Carrier of any interruption in service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by or within the customer's control and is not in wiring or equipment connected to the Carrier terminal.

2.6 Restoration of Service

The use and restoration of service in emergencies shall be in accordance with the Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations which specifies the priority system for such activities.

2.7 Customer Responsibility

2.7.1 All customers assume general responsibilities in connection with the provisions and use of Carrier's service. All customers are responsible for the following:

A. The customer is responsible for placing orders for service, paying all charges for service rendered by Carrier and complying with all of Carrier's regulations governing the service. The customer is also responsible for assuring that its users comply with regulations.

B. When placing an order for service, the customer must provide:

1. The name(s) and address(es) of the person(s) responsible for the payment of service charges.

2. The name(s), telephone number(s), and address(es) of the customer contact person(s).

C. The customer must pay Carrier for the replacement or repair of Carrier's equipment when the damage results from:

1. The negligence or willful act of the customer or user.
2. Improper use of service.
3. Any use of equipment or service provided by others.

D. After receipt of payment for the damages, Carrier will cooperate with the customer in prosecuting a claim against any third party causing damage.

2.7.2 Maintenance, Testing, and Adjustment

Upon reasonable notice, any equipment provided by Carrier shall be made available to Carrier for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.7.3 Deposits

The company will not collect deposits in the state of Arizona.

2.7 Customer Responsibility

2.7.4 Credit Allowance

Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided and billed for, by Carrier.

A. Credit allowances for failure of service or equipment starts when the customer notifies Carrier of the failure or when Carrier becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the customer.

B. The customer shall notify Carrier of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by customer provided facilities, any act, or omission of the customer or in wiring or equipment connected to the terminal.

C. Only those portions of the service or equipment operation disabled will be credited. No credit allowances will be made for:
1. Interruptions of service resulting from Carrier performing routine maintenance;
2. Interruptions of service for implementation of a customer order for a change in the service;
3. Interruption caused by the negligence of the customer or his authorized user;
4. Interruptions of service resulting from the failure of service or equipment due to customer-provided facilities.
5. No credit shall be allowed for an interruptions of less than two hours.

2.7 Customer Responsibility

2.7.5 Cancellation by Customer

If a customer orders services requiring special equipment and/or facilities dedicated to the customer's use and then cancels his order before the service begins, a charge will be made to the customer for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by Carrier.

2.7.6 Payment and Charges for Services

A. Service is provided and billed on a monthly basis.

B. Payment is due upon receipt. Payment will be considered timely if paid within 20 days after the bill is rendered. The bill shall be considered rendered when deposited in the U.S. mail with postage prepaid.

C. In the event of a dispute concerning a bill, Customer must pay a sum equal to the amount of the undisputed portion of the bill and proceed with complaint procedures set forth in this tariff.

D. The customer is responsible for payment of all charges for service furnished to the customer under this tariff.

E. Customer is responsible for payment of any state and local taxes (i.e. gross receipts tax, sales tax, municipal utilities tax) which will be listed as separate line items and which are not included in the quoted rates.

F. Customers will be charged a late payment penalty on past-due amounts.

2.7.7 Application of Charges

The charges for service are those charges in effect during the period in service was furnished.

2.7.8 Customer Complaint Procedure

Carrier will resolve any disputes brought to its attention as promptly and effectively as possible. Customer Service Representatives can be reach via the following toll free telephone number: 1-888-305-3765.

Any unresolved disputes may be directed to the attention of the Commission.

In the event of a dispute concerning an invoice, the customer must pay a sum equal to the amount of the undisputed portion of the bill and notify the Company of the disputed portion.

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2.8 Carrier Responsibility

2.8.1 Cancellation Credit

Where Carrier cancels a service or the provision of equipment and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day the service was rendered or the equipment was provided. This credit will be issued to the customer or applied against the balance remaining on the customer's account.

2.8.2 Disconnection of Service by Carrier

Carrier, upon 5 days written notice to the customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

A. Non-payment of any sum due to Carrier for service for more than twenty days beyond the date of rendition of the bill for such service;

B. A violation of any regulation governing the service under this tariff;

C. A violation of any law, rule, or regulation of any government authority having jurisdiction over the service; or

D. Carrier is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.1 Timing of Calls

The customer's monthly usage charges for Carrier service are based upon the total number of minutes the customer uses and service options subscribed to. Chargeable time begins when the connection is established between the calling station and the called station or PBX. Chargeable time ends when either party "hangs up."

There are no charges incurred if a call is not completed.

3.2 Start of Billing

For billing purposes, the start of service is the day first day on which service is available for use by the customer. The end of service date is the last day on which service was provided by the Carrier after notification of cancellation.

3.3 Interconnection

Service furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Carrier. Service furnished by Carrier is not part of a joint undertaking with such other carriers. Any special interface equipment of Carrier and other participating carriers shall be provided at the customer's expense.

Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of other carriers' tariffs. The customer is responsible for taking all necessary legal steps for interconnecting his customer - provided terminal equipment or communications systems with Carrier's. The customer shall secure all licenses, permits, right-of-ways, and other arrangements necessary for such interconnection.

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3.5 Calculation of Distance

Usage charges for any mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The company uses the rate centers and associated vertical and horizontal coordinates that are generally accepted within the industry.

Formula:

$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

3.6 Minimum Call Completion Rate

The customer can expect a call completion rate of 99% of calls attempted during peak use periods.

3.7 Special Services

A Special Service is a request by a customer for a service which has no prescribed rate in this tariff. Special Service charges will be developed on an individual case basis and filed in this tariff.

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3.8 Service Offerings

The Carrier provides the following services:

3.8.1 Message Toll Service (MTS)

Outgoing long distance service whereby the customer accesses the Company's underlying carrier's network on an equal access or dial-up basis.

In non-equal access areas, the customer will gain access to the Carrier's network by dialing a 101XXXX access code which will be provided by the Company.

3.8.2 Inbound Service (800/888)

Inbound service is virtual banded inbound toll service which permits calls to be completed at the subscriber's location without charge to the calling party. Access to the service is gained by dialing a ten digit telephone number which terminates at the customer's location. Inbound services originate via normal shared use facilities and are terminated via the customers' local exchange service access line.

The Company will accept a prospective inbound service customer's request for up to ten (10) 800/888 telephone numbers and will reserve such number(s) on a first come first serve basis. All requests for number reservations must be made in writing, dated and signed by a responsible representative of the customer. Carrier does not guarantee the availability of number(s) until assigned. The number(s) requested, if available, will be reserved for and furnished to the eligible customer.

If a customer who has received a number does not subscribe to inbound service within 90 days, the company reserves the right to make the assigned number(s) available for use by another customer.

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3.8.3 Travel Card Service

Allows subscribers who are away from home or office to place calls by gaining access to the network via an 800 number and personal identification number (PIN) issued by the company.

3.8.4 Directory Assistance

The Company will provide requesting customers with listed telephone numbers at a per call charge.

3.8.5 Operator Service

Operator Assisted Services are provided by and billed by the Company's underlying carrier.

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SECTION 4 - RATES AND CHARGES

4.1. Usage Charges and Billing Increments

4.1.1 Usage Charges

Usage charges are either flat rated or are determined by the time of day rate periods and minutes of use within each rate period. The rate period is determined by the time and day of call origination at the customer's location.

4.1.2 Billing Increments

Billing increments are specifically stated in the product rate sections below.

4.1.3 Rounding

All partial usage will be rounded up to the next highest billing increment set forth for the applicable product. Any partial cents will be rounded up to the next highest whole cent.

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4.2 Maximum Outbound MTS Service Rates

A. Maximum Rate: $0.30 per minute.

B. Usage is billed in six (6) second increments with an eighteen second minimum.

4.4 Maximum Inbound 800/888 Rates

A. Maximum Rate: $0.30 per minute.

B. Usage is billed in six (6) second increments with an eighteen second minimum.

4.5 Maximum Travel Card Service Rates

A. Maximum Rate: $1.00 per minute.

B. Usage is billed in six (6) second increments with a one minute minimum.

C. Maximum Per Call Surcharge: $1.00

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4.6 Maximum Dishonored Check Charge

All customers issuing dishonored check(s) will be charged a fee for each dishonored check issued to the company in an amount not to exceed $20.00.

The charge will be applied to the customer's monthly billing, in addition to any other charges which may apply under this tariff.

Payment rendered by check, which is subsequently dishonored, shall not constitute payment until such time as repayment is made by valid means.

4.7 Maximum Directory Assistance Charge

Maximum charge of $1.00 per call.

4.8 Late Payment Penalty

Customers will be charged 1.5% of any amounts owed to the Company beyond the due date as set forth within this tariff.

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4.9 Presubscribed Interexchange Carrier Charge (PICC)

A monthly Federal PICC shall be charged to each telephone number that is presubscribed to carrier per the following:

Primary residential line	$1.04/line
Additional or secondary residential line	$2.53/line
Single line business line	$1.04/line
Multi-line business line	$4.31/line

4.10 Universal Service Fund Charge

A monthly Federal Universal Service Fund tax shall be added to each bill based upon the total billed revenues.

4.11 Pay Telephone (Payphone) Surcharge

A $0.24 surcharge shall be assessed for each call made from a pay telephone to an 800 number or using a travel card and dialing the carrier prefix in the form 101XXXX. Although collected on the customer's bill, this charge is reimbursed to pay telephone service provider.

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CURRENT PRICE LIST

SCHEDULE #1:
Current Outbound and Inbound Service Rates

Rate Plan	1+ Outbound & U.S. Domestic Inbound Rate per minute	Inbound 800 Per Minute Rates From Alaska	Canada	Hawaii	Puerto Rico	US Virgin Isls.
701:	$0.0653	$0.1575	$0.2600	$0.0950	$0.1080	$0.1375
702:	$0.0697	$0.1675	$0.2800	$0.1000	$0.1170	$0.1475
703:	$0.0748	$0.1800	$0.3000	$0.1095	$0.1250	$0.1575
704:	$0.0806	$0.1950	$0.3200	$0.1175	$0.1350	$0.1675
705:	$0.0875	$0.2100	$0.3500	$0.1225	$0.1450	$0.1850
706:	N/A	$0.1675	$0.2800	$0.1000	$0.1170	$0.1475
712:	$0.0653	$0.1575	$0.2600	$0.0950	$0.1080	$0.1375
713:	$0.0653	$0.1575	$0.2600	$0.0950	$0.1080	$0.1375
714:	$0.0653	$0.1575	$0.2600	$0.0950	$0.1080	$0.1375
715:	$0.0653	$0.1575	$0.2600	$0.0950	$0.1080	$0.1375
721:	$0.0697	$0.1675	$0.2800	$0.1000	$0.1170	$0.1475
723:	$0.0697	$0.1675	$0.2800	$0.1000	$0.1170	$0.1475
724:	$0.0697	$0.1675	$0.2800	$0.1000	$0.1170	$0.1475
725:	$0.0697	$0.1675	$0.2800	$0.1000	$0.1170	$0.1475
731:	$0.0748	$0.1800	$0.3000	$0.1095	$0.1250	$0.1575
732:	$0.0748	$0.1800	$0.3000	$0.1095	$0.1250	$0.1575
734:	$0.0748	$0.1800	$0.3000	$0.1095	$0.1250	$0.1575
735:	$0.0748	$0.1800	$0.3000	$0.1095	$0:1250	$0.1575
741:	$0.0806	$0.1950	$0.3200	$0.1175	$0.1350	$0.1675
742:	$0.0806	$0.1950	$0.3200	$0.1175	$0.1350	$0.1675
743:	$0.0806	$0.1950	$0.3200	$0.1175	$0.1350	$0.1675
745:	$0.0806	$0.1950	$0.3200	$0.1175	$0.1350	$0.1675
751:	$0.0875	$0.2100	$0.3500	$0.1225	$0.1450	$0.1850
752:	$0.0875	$0.2100	$0.3500	$0.1225	$0.1450	$0.1850
753:	$0.0875	$0.2100	$0.3500	$0.1225	$0.1450	$0.1850
754:	$0.0875	$0.2100	$0.3500	$0.1225	$0.1450	$0.1850
771:	$0.0653	$0.1575	$0.2600	$0.0950	$0.1080	$0.1375
772:	$0.0697	$0.1675	$0.2800	$0.1000	$0.1170	$0.1475
773:	$0.0748	$0.1800	$0.3000	$0.1095	$0.1250	$0.1575
774:	$0.0806	$0.1950	$0.3200	$0.1175	$0.1350	$0.1675
775:	$0.0875	$0.2100	$0.3500	$0.1225	$0.1450	$0.1850
794:	$0.0806	$0.1950	$0.3200	$0.1175	$0.1350	$0.1675

All of the above Rate Plans are billed in six (6) second increments with an eighteen (18) second minimum.

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CURRENT PRICE LIST

SCHEDULE #2:
Current Travel Card Service Rates

$0.1700 per minute.
No per call surcharge.
Billed in six (6) second increments with a one (1) minute minimum.

SCHEDULE #3:
Directory Assistance

$0.85 per call.

SCHEDULE #4:
Late Payment Penalty

1.5% of any amounts owed to the Company beyond the due date.

SCHEDULE #5:
Dishonored Check Charge

$15.00 per dishonored check.

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