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FILED

MAY 7 2009

May 4, 2009

Missouri Public
Service Commission

Colleen Dale
Secretary, Missouri Public Commission
200 Madison Street
Jefferson City, MO 65101

RE: In the matter of the Application of NovaTel, Inc. for a certificate service authority to provide basic resold interexchange telecommunications services and to classify such services and the company as competitive.

Dear Ms. Dale:

Enclosed for filing please find an original and eight copies of the Application of NovaTel, Inc. for a certificate of service authority to provide interexchange telecommunications services in the above referenced matter.

Please contact me if you need additional information concerning this application.

Sincerely,



Paul H. Gardner

PHG/cm

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

In the Matter of the Application of)	
NovaTel Ltd., for a Certificate)	
Service Authority Interexchange)	
Telecommunications Services in the)	Case No.
State of Missouri and to classify)	
such services and the Company)	
as Competitive)	

APPLICATION

Comes now NOVATEL LTD., INC., ("Applicant"), by and through counsel, and hereby applies with the Missouri Public Service Commission ("Commission") for certificate of service authority to provide interexchange telecommunications services in the State of Missouri and to classify Applicant and its services as competitive. In support of its Application, Applicant states as follows:

1. NOVATEL LTD., INC. is a foreign Corporation, duly organized and existing under the laws of the State of Texas, with its principal place of business located at 111550 IH-10 West, Suite 110, San Antonio, Texas 78230. A copy of Applicant's certificate of authority issued by the Missouri Secretary of State to transact business in the State of Missouri is attached hereto as **Exhibit A**.
2. Correspondence and other communications concerning this application should be addressed to:

Paul H. Gardner
Attorney at Law
801 W. Vesper
Blue Springs, MO 64015
Phone: (816) 229-9111
Fax: (816) 229-9196
E-mail: patstarkelaw02@live.com
Attorney for Novatel Ltd. Inc.
and
Judith A. Riley, Regulatory Counsel
5909 NW Expressway, Suite 101
Oklahoma City, OK 73132
Phone: (405) 755-8177

3. Applicant is a reseller of telecommunications services that proposes to provide interexchange telecommunications services within Missouri including dedicated services to contact centers with T-1 or better and DS3 Circuits, Toll Free Services and Interstate and Intrastate Termination services. Applicant requests authority to provide service to business and residential customers throughout the State of Missouri.
4. Applicant has the technical and managerial expertise and experience in the telecommunication industry to provide the services it proposes as set forth in the Management Biographies attached hereto as **Exhibit B**.
5. Pursuant to the requirements of 4 CSR 240-3.510 (1)(c), Applicant submits a proposed tariff for interexchange telecommunications services requesting a 45 day effective date attached hereto as **Exhibit C**.

The proposed tariff contains the rule and regulations applicable to the Applicant's customers, a description of services offered, and a list of rates associated with such services.

6. Applicant further requests classification as a competitive telecommunications company and that its services be classified as competitive within the State of Missouri. Applicant believes that its proposed services will be subject to sufficient competition to justify a lesser degree of regulation. Granting of this application is in the public interest as it will allow greater price and service options for telecommunications users.
7. Applicant also requests, pursuant to Section 392.420 RSMo 2000, that the Commission waive the application of the following statutes and commission rules as they relate to the regulation of Applicant:
- | | |
|----------------------------|--|
| 392.210.2 RSMo. | Establish Uniform Systems of Accounts for Annual Reports |
| 392.240(1) RSMo. | Setting Just and Reasonable Rates |
| 392.270 RSMo. | Ascertain property values |
| 392.280 RSMo. | Establish depreciation accounts |
| 392.290 RSMo. | Issuance of securities |
| 392.300.2 RSMo. | Acquisition of stock |
| 392.310 RSMo. | Issuance of stock and debt |
| 392.320 RSMo. | Stock dividend payment |
| 392.330 RSMo. | Issuance of securities, debts and notes |
| 392.340 RSMo. | Reorganization(s) |
| 4 CSR 240-10.020 RSMo. | Depreciation fund income |
| 4 CSR 240-30.040 RSMo. | Uniform System of Accounts |
| 4 CSR 240-3.550(5)(c)RSMo. | Telecommunication Company Records and Reports |


As these rules and statutory provisions are designed primarily to apply to non-competitive telecommunications carriers, it would be inconsistent with Applicant's requested status as a competitive company to apply these rules and statutes to Applicant.

8. Pursuant to Section 386.570, RSMo 2000, Applicant will comply with all applicable Commission rules other than those specifically waived by the Commission pursuant to the waiver request filed by the Applicant.
9. Applicant has no pending actions or final unsatisfied judgments or decisions against it from any state or federal agency or court involving customer service or rates, which action, judgment or decision has occurred within three years of the date of this Application. No Commission annual reports or assessment fees are overdue.
10. Grant of this application will further the public interest by expanding the availability of competitive telecommunications services in the State of Missouri. In addition, intrastate offering of these services in Missouri is in the public interest because the services will provide Missouri customers with access to new technologies and service choices, and permit customers to achieve increased efficiencies and cost savings. In particular, the public will benefit through the use of the competitive services offered by Applicant and because the presence of Applicant in this market will increase the incentives for other telecommunications providers within Missouri to operate more efficiently, offer more innovative services, reduce prices, and improve quality of services offered.

WHEREFORE, Applicant, NovaTel Ltd., Inc., respectfully requests that the Missouri Public Service Commission grant Applicant certificate of service authority to provide interexchange telecommunications services within the State of Missouri, to classify Applicant as a competitive telecommunications company, to classify Applicant's

services as competitive and to grant a waiver of the above specified rule and statutory provisions.

Respectfully submitted,

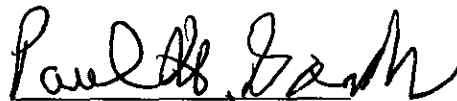


Paul H. Gardner MO Bar #28159
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starke02@swbell.net

ATTORNEY FOR NOVATEL LTD., INC.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing document was mailed this 4th day of May, 2009 via U.S. Mail to the Office of Public Counsel at 200 Madison Street, Suite 650, P.O. Box 2230, Jefferson City, Missouri 65102.




Paul H. Gardner

ATTORNEY VERIFICATION

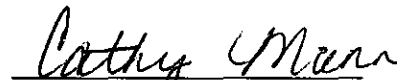
STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

I, Paul H. Gardner, being duly sworn, do hereby certify, depose and state that I am the Attorney for NovaTel Ltd., Inc., applicant in this proceeding; that I have read the above and foregoing Application and that the allegations therein contained are true and correct to the best of my knowledge, information and belief; and that I am authorized to verify the foregoing application by the above said applicant.


Paul H. Gardner

Subscribed and sworn to before me, a Notary Public, this 4th day of May, 2009.

Cathy Mann - Notary Public
Notary Seal for State of
Missouri - Jackson County
My Commission Expires 11-30-11
Commission #07384166


Notary Public

LIST OF EXHIBITS

EXHIBIT A	Authority issued by Missouri Secretary of State
EXHIBIT B	Management Biographies
EXHIBIT C	Proposed Interexchange Tariff

EXHIBIT A

Authority issued by Missouri Secretary of State

STATE OF MISSOURI



Robin Carnahan
Secretary of State

CERTIFICATE OF AUTHORITY

WHEREAS,

NovaTel Ltd., Inc
F00947085

using in Missouri the name

NovaTel Ltd., Inc

has complied with the General and Business Corporation Law which governs Foreign Corporations; by filing in the office of the Secretary of State of Missouri authenticated evidence of its incorporation and good standing under the Laws of the State of Texas.

NOW, THEREFORE, I, ROBIN CARNAHAN, Secretary of State of the State of Missouri, do hereby certify that said corporation is from this date duly authorized to transact business in this State, and is entitled to all rights and privileges granted to Foreign Corporations under the General and Business Corporation Law of Missouri.

IN TESTIMONY WHEREOF, I hereunto
set my hand and cause to be affixed the
GREAT SEAL of the State of Missouri.
Done at the City of Jefferson, this
11th day of February, 2009.


Secretary of State



EXHIBIT B

Management Biographies

NovaTel Ltd., Inc.
11550 IH-10 West, Suite 110
San Antonio, TX 78230
Phone (210) 698-8005
Website: www.novatelnetworks.com
Management Biographies

Paul A. Golibart, President & Chief Executive Officer

Mr. Golibart founded NovaTel in late 2000. Since 1994, he has operated Communications Systems International L.P., an international telephone company, and Communications Systems International Ltd., a domestic telephone company. Prior to 1994, Mr. Golibart was Marketing Director at TelePlus Inc. Mr. Golibart has 18 years of experience in the telecommunications industry.

Michael Parker, Vice President & Chief Operating Officer

Mr. Parker joined NovaTel in 2002 as Chief Operating Officer. Prior to joining NovaTel, Mr. Parker served as a Major Account Executive at MCI WorldCom for seven years, where he was the most decorated, leading Account Executive in MCI's history. Mr. Parker started his revenue career in Dallas in 1990 as an Account Executive at Systems Specialized Services. Mr. Parker holds a Bachelors of Science degree from University of Texas at Dallas, graduating in 1985.

Alan W. Saltzman, Chief Financial Officer

Mr. Saltzman joined NovaTel in August 2003. From 1999 to 2003, Mr. Saltzman was involved with several entrepreneurial ventures. Prior to 1999, Mr. Saltzman was President and Chief Operating Officer of Billing Information Concepts (Nasdaq NMS: BILL), a company that was spun off from U.S. Long Distance Corp. (Nasdaq NMS: USLD). Mr. Saltzman began his telecommunications career in 1989 as Vice President of Management Information Systems for U.S. Long Distance Corp. From 1979 to 1989, Mr. Saltzman was a consultant with Arthur Young & Company and Grant Thornton, where he consulted companies in various industries regarding cost accounting and inventory control systems. Prior to that, Mr. Saltzman worked in the Computer Division of the NCR Corporation. Mr. Saltzman holds a Bachelors of Art degree from Baylor University, graduating in 1970.

Mark G. Sessions, General Counsel

Mr. Sessions joined NovaTel as General Counsel in January 2003. From 2000 to 2003, Mr. Sessions practiced with the law firm of Holland & Knight LLP, where he was named Executive Partner of the San Antonio office beginning in 2001. From 1987 to 2000, Mr. Sessions practiced law with Groce, Locke & Hebdon, becoming a partner in 1989 and continuing with the firm through its merger with Jenkins & Gilchrist, P.C. in 1996. From 1983 to 1987, Mr. Sessions was an associate at the law firm of Scott, Hulse, Marshall, Feuille, Finger & Thurmond. Mr. Sessions has been licensed to practice law in the state of Texas since his graduation from Baylor University School of Law in 1981.

Ari Gorman, Chief Technology Officer

Mr. Gorman has been involved with NovaTel since its founding in 2000 as Chief Technology Officer. Mr. Gorman has worked with Mr. Golibart at Communication Systems International Inc. and Communication Systems International L.P. since 1996 as Operations Manager. Mr. Gorman attended the Technical Institute of Monterrey, Mexico and Rancho Santiago Community College in Orange County, California.

Carl "Mike" Golibart, MIS Director

Mr. Golibart has been involved with NovaTel since its founding in 2000. Prior to his experience with NovaTel, Mr. Golibart worked at Communication Systems International Ltd. (CSI). Prior to that Mr. Golibart served as head of the accounting department for Alamo Service Company and as head of the Billing Department for TelePlus, Inc. Mr. Golibart holds a BBA in Accounting with an emphasis in Computer Science from Southwest Texas State University, graduating in 1991.

James D. Quail, VP, Network Provisioning

Mr. Quail joined NovaTel in January 2002. Mr. Quail has worked in the long distance industry since 1998. Prior to joining NovaTel, he was a Senior Accounts Manager for CommNet Services, which was later acquired by World Access Telecommunications. There, he was responsible for handling the major accounts such as MCI WorldCom and Qwest. Mr. Quail holds a Bachelors of Arts degree from University of Texas at Dallas, graduating in 1998.

Diana P. Golibart, Controller

Mrs. Golibart has been involved with NovaTel since its founding in 2000. From 1997 to 2000, Mrs. Golibart held the position of Controller for Communications Systems International L.P. and Communications Systems International Inc. Prior to that she worked as a Property Accountant for Aequus Property and as an Accounting Assistant with Biodynamic Research Corporation. Mrs. Golibart holds a BBA in Accounting from University of Texas at San Antonio, where she graduated in 1992.

EXHIBIT C

Proposed Interexchange Tariff

TITLE SHEET

MISSOURI TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations and rates applicable to the furnishing of service for intrastate Interexchange telecommunications services provided by NovaTel Ltd., Inc. with principal offices at 11550 IH-10 West, Suite 110, San Antonio, TX 78230. This tariff applies for services furnished within the State of Missouri. This tariff is on file with the Missouri Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued: May 4, 2009

Effective: June 20, 2009

by:

Raymond L. Cowley, Sr VP & General Manager
iNetworks Group, Inc.
125 S. Wacker Drive, Suite 2510
Chicago, IL 60606

CHECK SHEET

Sheets 1 through 29 inclusive of this tariff are effective as of the date shown at the bottom of each 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.

<u>SHEET</u>	<u>REVISION</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
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18	Original
19	Original
20	Original
21	Original
22	Original
23	Original
24	Original
25	Original
26	Original
27	Original
28	Original
29	Original

Issued: May 4, 2009

Effective: June 20, 2009

by:

Paul Golibart
President & CEO
11550 IH-10 West, Suite 110
San Antonio, TX 78230

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President & CEO
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SYMBOLS

Whenever tariff sheets are revised, changes will be identified by the following symbols:

- (C) To signify changed regulation.
- (D) To signify deleted or discontinued rate, regulation or condition.
- (I) To signify a change resulting, in an increase to a customer's bill.
- (M) To signify material moved from or to another part of tariff with no change in text, rate, rule or condition.
- (N) To signify new rate, regulation, condition or sheet.
- (R) To signify a change resulting in a reduction to a customer's bill.
- (T) To signify change in text but no change in rate, rule or condition.
- (Z) To signify a correction.

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Effective: June 20, 2009

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President & CEO
11550 IH-10 West, Suite 110
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WAIVERS

This tariff is submitted in compliance with Missouri Public Service Commission Rules and Regulations, including the wavier of statutory requirements as listed below.

392.21.2	Establish Uniform Systems of Accounts for Annual Reports
392.240(1)	Setting Just and Reasonable Rates
392.270	Ascertain property values
392.280	Establish depreciation accounts
392.290	Issuance of securities
392.300.2	Acquisition of stock
392.310	Issuance of stock and debt
392.320	Stock dividend payment
392.330	Issuance of securities, debts and notes
392.340	Reorganization(s)
4 CSR 240-10.020	Depreciation fund income
4 CSR 240-30.040	Uniform System of Accounts

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TARIFF FORMAT

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

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Missouri Public Service Commission. For example, the 4th revised Sheet 14 cancels the third revised Sheet 14. Because of various suspension periods, deferrals, etc. the Missouri Public Service Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.

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

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

D. Check Sheets - When a tariff filing is made with the Missouri Public Service 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 pages 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 page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Missouri Public Service Commission.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Customer's location to a NovaTel Ltd., Inc. network switching center.

Authorization Code - A numerical code, one or more of which are available to a Customer to enable him/her to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities and to identify the Customer for billing purposes.

Commission - Missouri Public Service Commission.

Company, Carrier or NovaTel - NovaTel Ltd., Inc.

Customer - The person, firm, corporation or other entity which orders service and is responsible for payment of charges due and compliance with the Company's tariff regulations.

Day - From 8:00 AM up to but not including 5:00 PM local time Monday through Friday.

Evening - From 5:00 PM up to but not including 11:00 PM local time Sunday through Friday.

Night/Weekend - From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

InterLATA Toll Call - Any call terminating beyond the LATA of the originating caller.

IntraLATA Toll Call - Calls terminating within the LATA of the originating caller.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

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SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of NovaTel Ltd., Inc.**

This tariff contains the regulations and rates applicable to Business customer's intrastate telecommunications services provided by NovaTel for telecommunications between points within the State of Missouri. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company 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 a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement.

- 2.1.1 The services provided by NovaTel are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS - Toll Free Services) of underlying common carriers subject to the jurisdiction of this Commission.
- 2.1.2 The rates and regulations contained in this tariff apply only to the resale services furnished by NovaTel and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of NovaTel.

Issued: May 4, 2009**Effective: June 20, 2009****by:**

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President & CEO
11550 IH-10 West, Suite 110
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2. **RULES AND REGULATIONS (continued)**

2.1 Undertaking of NovaTel Ltd., Inc. (continued)

2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, to refuse to reconnect a customer or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; required underlying carrier commitments; or when the use of service becomes or is in violation of the law or a provision of this tariff.

2.1.4 Unless otherwise stated, the Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

2.2 Use and Limitations of Services

2.2.1 NovaTel's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.

2.2.2 The use of NovaTel's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

2.2.3 The use of NovaTel's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

2.2.4 NovaTel does not transmit messages, but the services may be used for that purpose.

2.2.5 NovaTel's services may be denied for nonpayment of charges or for other violations of this tariff subject to Section 2.5 herein.

2.2.6 Customers shall not use the service provided under this tariff for any unlawful purpose.

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2. RULES AND REGULATIONS (continued)

2.2 Use and Limitations of Services (continued)

2.2.7 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

2.2.8 All facilities provided under this tariff are directly controlled by NovaTel Ltd., Inc. and the Customer may not transfer or assign the use of the service or facilities, except with the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

2.2.9 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transfers.

2.3 Liability of the Company

2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by an act of God, fire, war, civil disturbance, act of government, terrorism, or due to any other causes beyond the Company's control.

2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.

2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.

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2. RULES AND REGULATIONS (continued)

2.3 Liability of the Company (continued)

- 2.3.4 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service or facilities shall, in no event, exceed an amount equivalent to the proportionate charge to the Customer for the period during which the aforementioned faults in transmission occur. No other liability in any event shall attach to the Company, except as ordered by the Commission.
- 2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity of any other property whether owned or controlled by the Customer or others.
- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
- 2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express or implied, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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2. RULES AND REGULATIONS (continued)

2.4 Responsibilities of the Customer or Subscriber

- 2.4.1 The Customer is responsible for placing any necessary orders, for complying with tariff regulations, and for assuring that users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Customer to authorized users.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by NovaTel on the Customer's behalf.
- 2.4.3 If required for the provision of NovaTel services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for the Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of NovaTel's services.

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2. RULES AND REGULATIONS (continued)

2.4 Responsibilities of the Customer or Subscriber (continued)

2.4.5 The Customer shall ensure that its equipment and/or system is properly interfaced with NovaTel facilities or services, that the signals emitted into the NovaTel network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, NovaTel will permit such equipment to be connected with its channels without the use of protective interface devices.

If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to NovaTel equipment, personnel, or the quality of service to other Customers, NovaTel may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, NovaTel may, upon written notice, terminate the Customer's service.

2.4.6 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer, users, or others, by improper use of the services, or by use of equipment provided by the Customer, users, or others.

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Effective: June 20, 2009

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President & CEO
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2. RULES AND REGULATIONS (continued)

2.4 Responsibilities of the Customer or Subscriber (continued)

- 2.4.7 The Customer must pay for the loss through theft of any NovaTel equipment installed at Customer's premises.
- 2.4.8 The Customer is responsible for the payment of charges for all calls originated at the Customer's numbers.
- 2.4.9 The Customer or authorized user is responsible for compliance with the applicable regulations set forth in this tariff.
- 2.4.10 The Customer or authorized user is responsible for identifying the station, party, or person with whom communications is desired and/or made at the called number.

2.5 Cancellation or Discontinuance of Services

- 2.5.1 Without incurring liability, NovaTel may, upon written notice, terminate services to a Customer or may withhold the provision of ordered or contracted services:
 - 2.5.1.A For nonpayment of any sum due NovaTel for more than 20 days after written notification has been mailed to the billing address of the customer. Suspension will not be made until at least 8 days after written notification has been mailed to the customer and 20 days before the termination notice.
 - 2.5.1.B For violation of any of the provisions of this tariff.
 - 2.5.1.C For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over the Company's services, or
 - 2.5.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting NovaTel from furnishing its services.

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2. RULES AND REGULATIONS (continued)

2.5 Cancellation or Discontinuance of Services (continued)

- 2.5.2 Without incurring liability, NovaTel may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and Company's equipment and services and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.
- 2.5.3 Service may be discontinued by NovaTel, without notice to the Customer, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using a call screening method which generates a network message not allowing calls to complete, when NovaTel deems it necessary to take such action to prevent unlawful use of its service. NovaTel will restore service as soon as it can be provided without undue risk.
- 2.5.4 The Customer may terminate service upon verbal or written notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage and be responsible for payment until the Customer or its agent notifies its local exchange carrier and changes its long distance carrier.

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2. RULES AND REGULATIONS (continued)

2.6 Interruption of Service

- 2.6.1 Credit allowance for the interruption of service which is not due to the Company's testing, inspecting, or adjusting, of equipment; or to the failure of channels or equipment provided by the Customer; or to the Company's blocking of services to certain locations; and that is not caused by the Customer, is subject to the general liability provisions set forth in 2.3 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's facilities.
- 2.6.2 No credit is allowed in the event that service must be interrupted in order to provide routine service quality or related investigations.
- 2.6.3 Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.
- 2.6.4 Credit for interruption shall commence after the Customer notifies the Company of the interruption or when the Company becomes aware thereof, and ceases when service has been restored.
- 2.6.5 For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.6.6 No credit shall be allowed for an interruption of a continuous duration of less than two hours.

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2. RULES AND REGULATIONS (continued)**2.6 Interruption of Service (continued)**

2.6.7 The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or quarter hour increments thereof that the interruption continues.

CREDIT FORMULA:

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

"A" - outage time in hours

"B" - total monthly charge for affected facility

2.7 Restoration of Service

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

2.8 Deposits

NovaTel may, in order to safeguard its interests, require Customer to make a cash security deposit, irrevocable letter of credit or other means prior to or any time after the provision of Services to Customer (collectively called "Deposit"). The Deposit, to be held by NovaTel as a guarantee or security for the payment of charges incurred, may be drawn upon by NovaTel for any and all past due amounts, and may be increased at any time upon NovaTel's request and in its sole discretion. NovaTel's obligation to provide Services is contingent upon an initial and continuing credit approval by NovaTel. Additional Deposit amounts may be required after Services commence pending continuing review of issues which include but are not limited to Customer's monthly revenue, payment history, financial condition, and as security against disputed amounts.

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2. RULES AND REGULATIONS (continued)**2.9 Advance Payments**

For Customers whom the Company feels an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and if necessary a new advance payment will be collected for the next month.

2.10 Taxes

All federal, state and local taxes, assessments, surcharges, or fees (i.e., gross receipts tax, sales tax, use tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.11 Billing and Charges

2.11.1 NovaTel will bill its customers directly. Billing will be payable upon receipt and will be considered past due if not paid within 5 days.

2.11.2 The Customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, subscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, subscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges may be billed in advance. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.

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2. RULES AND REGULATIONS (continued)**2.12 Collection Costs**

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated services, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amount due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payment, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company will be determined by the Court.

2.13 Customer Complaints and/or Billing Disputes

2.13.1 Customers may contact NovaTel's representatives 24 hours a day, 7 days a week at 1-888-765-6682, 1-210-698-8005, or by writing to NovaTel Ltd., Inc., Customer Service Department, 11550 IH-10 West, Suite 110, San Antonio, TX 78230

2.13.2 Any objection to billed charges should be reported within thirty (30) days of the date of the invoice to NovaTel. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Any unresolved disputes or complaints may be directed to the attention of the Missouri PSC Consumer Services Department. The customer will be able to submit a complaint to the Commission in writing through the mailing address Missouri Public Service Commission, Consumer Services Department, 200 Madison Street, Jefferson City, MO 65102 or by calling (800) 392-4211.

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SECTION 3 - DESCRIPTION OF SERVICE**3.1 Timing of Calls****3.1.1 Chargeable Time**

The Customer's long distance usage charge is based on the actual usage of NovaTel Ltd., Inc.'s network. Usage begins when the called party picks up the receiver. When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling party hangs up thereby releasing the network connection. If the called party hangs up but the calling party does not, chargeable time ends when the network connection is released or by automatic timing equipment in the network. There will be no charges for incomplete calls.

3.1.2 Billing Increments

The minimum call duration and initial billing period is 6 seconds for all intrastate direct dialed calls unless otherwise specified by this tariff. Any additional period is measured and rounded to the next higher 6 second increment unless otherwise specified by this tariff.

3.1.3 Rounding

All calls will be rounded to the fourth decimal place amount of a call charge.

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3. DESCRIPTION OF SERVICE (continued)**3.2 Calculation of Distance**

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

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 V&H (Vertical and Horizontal) coordinates supplied by Telcordia™ Routing Administration (TRA) that are generally used within the industry. The formula below and the variables "V1", "V2", "H1" and "H2" are utilized in the telecommunications industry to do the calculations needed to determine the straight-line airline distance between two sets of geographic points. In this, geographic points represent the location of rate centers associated with the originating and terminating points of the call, which enables that data to be used to calculate usage charges for all mileage sensitive products.

The variable listed as "V1" in the formula below designates the vertical origination point of a call based upon latitude and longitude degree coordinates of the rate center associated with the originating location of the call. The variable listed as "V2" in the formula below designates the vertical termination point of a call based upon latitude and longitude degree coordinates of the rate center associated with the terminating location of the call.

The variable listed as "H1" in the formula below designates the horizontal origination point of a call based upon latitude and longitude degree coordinates of the rate center associated with the originating location of the call. The variable listed as "H2" in the formula below designates the horizontal termination point of a call based upon latitude and longitude degree coordinates of the rate center associated with the terminating location of the call.

FORMULA:

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

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3. DESCRIPTION OF SERVICE (continued)

3.3 Minimum Call Completion Rate

A Customer can expect a call completion rate (number of calls completed / number of calls attempted) of not less than 95% during peak use periods for all services ("1+" dialing).

3.4 Service Offerings

3.4.1 Dedicated Access Services

NovaTel Dedicated Access Services allows a Customer to access the Company's long distance network via a dedicated channel connection between the customer premise equipment and the long distance switch.

3.4.1.1 Inbound Dedicated Service

NovaTel Inbound Dedicated Service receives inbound Intrastate calls on Dedicated Access Lines using 800, 866, 877 or 888 number(s).

3.4.1.2 Outbound Dedicated Service

NovaTel Outbound Dedicated Service sends outbound intrastate calls on Dedicated Access Lines by dialing "1+ ten digits" for interLATA calls.

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3. DESCRIPTION OF SERVICE (continued)

3.4 Service Offerings (continued)

3.4.2 Switched Access Services

NovaTel Switched Access Service allows a customer to access the Company's long distance network via FGD access.

3.4.2.1 Inbound Switched Service

NovaTel Inbound Switched Service receive inbound Intrastate calls on Switched Access Lines using 800, 866, 877 or 888 number(s).

3.4.2.2 Outbound Switched Service

NovaTel Outbound Switched Service sends outbound Intrastate calls on Switched Access Lines by dialing "1+ ten digits" for interLATA calls.

3.4.3 Private Line Services

NovaTel Private Line Services allows a customer use of a non-switched direct channel or line specifically dedicated to a customer's use between specified points.

3.5 Special Promotional Offerings

The company may from time to time engage in special promotional offerings limited to certain dates, times or locations designed to attract new subscribers or increase subscriber usage. The company will not have special promotional offerings for more than 90 days in any 12 month period. Promotions will be made a part of this tariff.

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SECTION 4 - RATES

4.1 General Rate Information

4.1.1 Call Duration

Customers will be charged a minimum amount for all completed calls equivalent to 6 seconds of their subscribed rate plan.

4.1.2 RBOC – ITC Surcharge

Dedicated rates pursuant to this tariff are based upon the condition that the Customer will terminate at least 80% of Customer's total termination usage and originate at least 85% of the Customer's total origination usage in a tandem owned and operated by a Regional Bell Operating Company ("RBOC"). NovaTel shall apply a surcharge of three cents (\$0.03) per minute of use to the number of minutes that exceed 20% of the total Non-RBOC termination minutes and four cents (\$0.04) per minute of use to the number of minutes that exceed 15% of the total Non-RBOC origination minutes.

4.1.3 Charge for Non-Billable Toll Free Calls

If a Customer's usage of a toll-free number results in the non-billable (non-completed) calls for such toll-free number in any month to be greater than 7% of the billable (completed) calls for such toll-free number in that month, NovaTel may charge Customer a non-discountable \$0.02 charge for each non-billable call.

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4. **RATES (continued)**

4.2 Rate Schedules

4.2.1 Inbound Dedicated Service

Inbound Dedicated Service - \$0.039 per minute

4.2.2 Outbound Dedicated Service

Outbound Dedicated Service - \$0.035 per minute

4.2.3 Inbound Switched Service

Inbound Switched Service - \$0.099 per minute

4.2.4 Outbound Switched Service

Outbound Switched Service - \$0.099 per minute

4.2.5 Private Line Services

Private line services will be made available to customers in a non-discriminatory manner. Rates for private line services will be determined on an Individual Case Basis (ICB). Pricing will be based upon term commitments and distance and will include a non-recurring charge and minimum revenue requirements. ICB rates will be made available to the Commission upon request on a proprietary basis.

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4. RATES (continued)**4.3 Ancillary Charges**

	MRC	NRC
Outbound Account Codes (non-verified)	\$10.00	\$ 25.00
Outbound Account Codes (verified)	\$10.00	\$ 25.00
Inbound Account Codes (non-verified)	\$60.00	\$ 85.00
Inbound Account Codes (verified)	\$60.00	\$ 85.00
Monthly CDR per CD ROM	\$75.00	\$ 00.00
PICC Surcharge:		
Business Single Line	\$00.00	\$ 00.00
Business Multi-Line	\$ 1.50	\$ 00.00
Centrex	\$ 0.53	\$ 00.00
ISDN Line/BRI	\$ 2.81	\$ 00.00
ISDN/PRI	\$23.92	\$ 00.00
Direct termination Overflow (per order)	\$90.00	\$ 75.00
8YY SMS Fee (per active 8YY)	\$ 0.80	\$ 0.50
8YY Directory Assistance (per 8YY listed)	\$35.00	\$ 35.00
8YY Area Code Blocking	\$00.00	\$ 30.00
8YY DNIS Deliver (per order)	\$00.00	\$700.00
8YY ANI Delivery (per trunk group)	\$75.00	\$150.00
Unauthorized PIC (per ANI)	\$00.00	\$ 25.00
Network Interconnection Charge	\$00.00	\$ 00.00

Direct Termination Overflow – Allows a dedicated access line customer to control potential congestion of calls placed on an 8YY number by sending overflow calls to another 8YY trunk group, WATS access line, dedicated access line or business line.

Dialed Number Identification – Allows a dedicated access customer to receive calls from multiple 8YY numbers on the same terminating trunk group by sending special identification digits along with the 8YY call to the customer site. Customer must have proper equipment to receive Real Time ANI.

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4. RATES (continued)**4.3 Ancillary Charges (continued)**

Real Time ANI – Allows a dedicated customer to receive the ANI of the calling party if the call originates from an equal access end office. Real Time ANI is currently provided via in-band signaling. Terminating equipment must accept FGD signaling.

Special Routing Features – Special Routing features such as Day of Week Routing, Holiday Routing, Time of Day Routing and Percentage Allocation Routing are not available.

4.4 Directory Assistance

A long distance directory assistance charge applies when the caller accesses the Company's network by dialing 1 + Area Code + 555-1212 to place a request for a telephone number. A caller may request one telephone number per directory assistance call. The charge applies to each inquiry regardless of whether the directory assistance bureau is able to supply a listed number. A credit will be issued for any directory assistance charge for which the Customer experiences poor transmission quality, is cut off, receives an incorrect telephone number, or misdials.

Per Inquiry

Directory Assistance Charge - \$0.75

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4. RATES (continued)**4.5 Payphone Use Surcharge**

An undiscountable payphone use surcharge of \$.75 shall apply to each coinless call which NovaTel Ltd., Inc. can identify as being placed from an Intrastate payphone by or to the Customer or its permitted user. This includes, but is not limited to, calls placed with a NovaTel Ltd., Inc. calling card, collect calls and calls placed to 8YY numbers. This charge is in addition to standard tariffed usage charges and is for the use of the payphone instrument to access NovaTel Ltd., Inc.'s service.

4.6 Finance Charge and Late Fee

A finance charge in the amount of 1.5% monthly will be charged on any past due balances. In addition, if the amount considered past due is greater than \$6.00, a late fee in the amount of \$10.00 will also be applied.

4.7 Return Check Charges

A fee of \$2000 will be charged for each check returned.

4.8 Reconnection Charge

If the Company allows a customer to be reconnected, a reconnection fee of \$5000 per occurrence is charged when service is re-established for Customers who had been disconnected for non-payment.

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SECTION 5 -SPECIALIZED SERVICE ARRANGEMENTS**5.1 Customized Service Packages**

Customized service packages and competitive pricing packages may be furnished at negotiated rates on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. ICB rates will be made available to the Commission upon request on a proprietary basis.

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