

TELECOM
FP
PROFESSIONALS, INC.

Judith A. Riley, J.D.

5909 Northwest Expressway, Suite 403
Oklahoma City, OK 73132

November 9, 2007

Overnight Delivery

Florida Public Service Commission
Division of the Commission Clerk and
Administrative Services
2540 Shumard Oak Blvd
Tallahassee, Florida 32399-0850

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07 NOV 13 PM 12:15
COMMISSION
CLERK

070686-TA

RE: Application of NovaTel, Ltd. for Approval of Authority to Offer Interexchange Telecommunications Services to the Public in the State of Florida.

NovaTel, Ltd. hereby submits the enclosed Application, seeking authority to offer interexchange telecommunications services to the public in the state of Florida. An original and two (2) copies are provided.

Please date stamp the extra transmittal letter enclosed for this purpose and return it in the postage paid envelope provided.

Should there be any questions or additional information required, please do not hesitate to contact me at (405) 755-8177, Ex.24.

- CMP
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- ECR
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- SCR
- SGA
- SEC
- OTH

Sincerely,



Chris Collier

Enclosures

DOCUMENT NUMBER-DATE

10238 NOV 13 2007

FPSC-COMMISSION CLERK

IXC REGISTRATION FORM

070687-TI

Company Name NovaTel, Ltd.

Florida Secretary of State Registration No. B07000000323

Fictitious Name(s) as filed at Fla. Sec. of State _____

Company Mailing Name NovaTel, Ltd.

Mailing Address 11550 IH-10 West, Suite 110, San Antonio, TX 78230

Web Address http://www.novatelnetworks.com/home.htm

E-mail Address info@novatelnetworks.com

Physical Address 11550 IH-10 West, Suite 110, San Antonio, TX 78230

Company Liaison Mark Sessions

Title General Counsel

Phone (210) 698-8005

Fax (210) 349-7562

E-mail address msessions@novatelnetworks.com

Consumer Liaison to PSC Mark Sessions

Title General Counsel

Address 11550 IH-10 West, Suite 110, San Antonio, TX 78230

Phone (210) 698-8005

Fax (210) 349-7562

E-mail address msessions@novatelnetworks.com

My company's tariff as required in Section 364.04, Florida Statutes, is enclosed with this form. I understand that my company must notify the Commission of any changes to the above information pursuant to Section 364.02, Florida Statutes. My company will owe Regulatory Assessment Fees for each year or partial year my registration is active pursuant to Section 364.336, Florida Statutes. My company will comply with Section 364.603, Florida Statutes, concerning carrier selection requirements, and Section 364.604, Florida Statutes, concerning billing practices.


Signature of Company Representative

Paul A. Golibart
Printed/Typed Name of Representative

11-08-2007
Date

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10238 NOV 13 5

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

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

Issued: November 9, 2007

Effective:

by:

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

DOCUMENT NUMBER-DATE

10238 NOV 13 5

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CHECK SHEET

Sheets 1 through 31 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
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29	Original

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CHECK SHEET (continued)

SHEET

30

31

REVISION

Original

Original

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SYMBOLS

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

- D Delete or Discontinue
- I Change Resulting in an Increase to a Customer's Bill
- M Moved From Another Tariff Location
- N New
- R Change Resulting in a Reduction to a Customer's Bill
- T Change In Text or Regulation but no Change in Rate or Charge

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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 TPUC. For example, the 4th revised Sheet 14 cancels the third revised Sheet 14. Because of various suspension periods, deferrals, etc. the TPUC 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 TPUC, 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 TPUC.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Customer's location to a NovaTel, Ltd. 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 – Florida Public Service Commission.

Company, Carrier or NovaTel - NovaTel, Ltd.

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.**

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 Florida. 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.

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2. RULES AND REGULATIONS (continued)**2.1 Undertaking of NovaTel, Ltd. (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. 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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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, even when those calls are originated by fraudulent means, either from the Customer's premises or from remote locations.

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 verbal or written notice, discontinue 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 five days after issuance of the bill for the amount due,

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 1-800-815-9425, 1-210-271-3407, or by writing to NovaTel, Ltd., 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. A Customer who is unable to resolve a billing dispute with the Company may contact the Commission to intervene in the billing dispute.

2.14 Reseller/Rebiller Certification

Any Customer that resells or rebills the NovaTel services set forth in this tariff must possess all certifications and authorizations required by the Florida Public Service Commission and all other pertinent authorities.

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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.'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.

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 produced by Telcordia in their NPA-NXX V & H Coordinates Tape and Bell's NECA Tariff No. 4

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

EXAMPLE: Distance between Miami and New York City -

<u>VH</u>		
Miami	8,351	529
New York	<u>4,997</u>	<u>1,406</u>
Difference	3,354	-879

Square and add: $11,249,316 + 772,641 = 12,021,96$

Divide by 10 and round: $12,021,597 / 10 = 1,202,195.70$
 $= 1,202,196$

Take square root and round: $1,202,196 = 1,096.4$
 $= 1,097 \text{ miles}$

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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. 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. 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.'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 \$25.00 will be charged for each check returned.

4.8 Reconnection Charge

If the Company allows a customer to be reconnected, a reconnection fee of \$200.00 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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