

COVISTA, INC.

ORIGINAL SHEET 2

NH PUC - TARIFF NO. 1

CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS AND
BILLING AGENTS

1. Concurring Carriers - None
2. Connecting Carriers - None
3. Other Participating Carriers - None
4. Billing Agents - None

ISSUE DATE: June 21, 1995 EFFECTIVE DATE: July 21, 1995
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TARIFF FORMAT

A. Sheet Numbering: Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 11 and 12 would be sheet 11.1.

B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current sheet version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff sheet in effect. Consult the Check Sheet for the sheets 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 Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current Revision Number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on Commission file.

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SYMBOLS

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

- (C) to signify change in regulation
- (D) to signify a deletion
- (I) to signify a rate increase
- (L) to signify material relocated in the tariff
- (N) to signify a new rate or regulation
- (R) to signify a rate reduction
- (T) to signify a change in text, but no change in rate or regulation

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- 2.1.2 Covista may also, from time to time, offer switching and transmission services to other telecommunications providers for resale to such companies' Customers. The rates for any such services will be determined pursuant to contract, to the extent authorized by the Commission, and this tariff shall not apply thereto.
- 2.1.3 The resale services of Covista are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but do involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.
- 2.1.4 The rates and regulations contained in this tariff apply only to the resale services furnished by Covista 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 Covista.
- 2.1.5 Service furnished by the Company may be interconnected with services or facilities of other authorized carriers and with private systems, subject to the technical limitations established by the carrier. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of the Company and other carriers shall be provided at the Customer's expense.
- 2.1.6 Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carrier's tariffs. The customer is responsible for taking all necessary legal steps for interconnecting customer-provided terminal equipment or communications systems with the Company's facilities. The customer

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shall secure all licenses, permits, right-of-way, and other arrangements necessary for such interconnection.

- 2.1.7 The Company reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control, including, without limitation, the revision, alteration of repricing of the underlying carrier's tariffed offerings; or for customer non-payment of charges; or when the customer use of a service becomes or is in violation of the law or the provisions of this tariff.

2.2 Use of Services

- 2.2.1 Covista'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.
- 2.2.2 The use of Covista'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 Covista'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 Covista's services are available for use twenty-four hours per day, seven days per week.
- 2.2.5 Covista does not transmit messages, but the services may be used for that purpose.

- 2.4.4 If required for the provision of Covista's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to Covista.
- 2.4.5 The customer is responsible for arranging access to its premises at times mutually agreeable to Covista when required for Covista personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of Covista's services.
- 2.4.6 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of Covista's equipment to be maintained within the range normally provided for the operation of microcomputers.
- 2.4.7 The Customer shall ensure that the equipment and/or system is properly interfaced with Covista's facilities or services, that the signals emitted into Covista's network are of the proper mode, bandwidth, power and signal level for the intended use of the Customer and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Covista equipment, personnel or the quality of service to other Customers, Covista may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Covista may, upon written notice, terminate the Customer's service.

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- 2.4.8 The Customer must pay Covista for replacement or repair of damage to the equipment or facilities of Covista caused by negligence or willful act of the Customers or others, by improper use of the services, or by use of equipment provided by Customer or others.
- 2.4.9 The Customer must pay for the loss through theft of any Covista equipment installed at Customer's premises.
- 2.4.10 If Covista installs equipment at Customer's premises, the Customer shall be responsible for payment of an installation charge as stated in this tariff.

2.5 Cancellation or Interruption of Services

- 2.5.1 Without incurring liability, the Company may, upon five (5) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to business Customers (12 days for residential), immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:
- 2.5.1.A For non-payment of any regulated sum due Covista for more than thirty (30) days after rendering 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, policy of any governing authority having jurisdiction over Covista's services, or

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- 2.5.1.D By reason of any order or decision of a court, public utilities commission or federal regulatory body or other governing authority prohibiting Covista from furnishing its services.
- 2.5.2 The Customer may terminate service upon thirty (30) days written notice for long term agreements and at any time 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 until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.
- 2.5.3 Without incurring liability, Covista 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's and Covista's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 2.5.4 Service may be discontinued by Covista with 24 hour notice to the Customer pursuant to Commission rules, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer authorization codes, when Covista deems it necessary to take such action to prevent unlawful use of its service. Covista will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.

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interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit Formula:

$$\text{Credit} = \frac{A}{720} \times B$$

"A" - outage time in hours

"B" - monthly charge for affected activity

2.7 Restoration of Service

The use and restoration of service shall be administered by the Underlying Carrier in accordance with the priority system specified in part 64, Subpart D of the FCC Rules and Regulations.

2.8 Deposits

The Company does not require a deposit as a requirement to begin service.

2.9 Advance Payments

The Company does not require advance payments as a requirement to begin service, but reserves the right to require an advance payment not to exceed two (2) months's estimated charges, or two (2) month's historical charges (excluding the highest month in the last year) if known, whenever the financial circumstances of the Customer so warrant and pursuant to Commission Rules. Any such required advance payment will be applied against the next month's charges, and if necessary in the sole discretion of the Company, a new advance payment will be collected for the following month.

2.10 Collection Costs

The Customers shall be liable to the Company for all costs of collection.

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3.4.2 Travel Cards.

The Customer utilizes an 11 digit "800" access number established by Covista to access a terminal. Upon receiving a second dialtone, the Customer uses push button dialing to enter an identification code assigned by the Company, followed by the ten digit number of the called party.

3.4.3 800 Service (Toll free).

This service is a direct access, incoming only, usage sensitive WATS offering requiring a dedicated access line for use. This is a service whereby a Customer can be billed at reduced rates for calls to his premises.

3.4.4 WATS Service.

This service is a direct access mileage, usage sensitive WATS offering requiring a dedicated access line for the Customer to use this service. This is an outbound service only; no incoming calls will terminate over the dedicated lines used for this service.

3.4.5 Local Calls and Directory Assistance.

Local calls will not be accepted or completed. Covista does not provide local directory assistance. Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for listings within the originating area code and 1 + (area code) + 555-1212 for other listings. A flat charge of \$0.60 applies for each connected call to directory assistance.

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3.4.6 Reserved for Future Use.

3.4.7 Emergency Call Handling Procedures

Emergency "911" calls are not routed to the Company, but are completed through the local network.

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