

WN U-2  
COVISTA, INC. |

TITLE SHEET

NAMING RATES FOR

COVISTA, INC.  
721 Broad Street, 2<sup>nd</sup> Floor  
Chattanooga, Tennessee 37402  
(800) 805-1000

RESALE COMMON CARRIER SERVICE

Applying to Intrastate Resale Common Carrier  
Communications Services Between Points  
in the State of Washington

And

CONTAINING RULES AND REGULATIONS

GOVERNING SERVICE

Issued: November 16, Effective: December 16, 2000  
Issued By: COVISTA, INC.  
By: A. John Leach, Jr. \_\_\_\_\_ Title: President

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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

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CHECK SHEET

Sheets 1 through 28 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>SHEET</u>	<u>REVISION</u>
1	Original
2	Original
3	Original
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20	Original
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22	Original
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24	Original
25	Original
26	Original
27	Original
28	Original

\* New or Revised Sheet

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**TARIFF FORMAT**

A. Sheet Numbering: Sheet numbers appear in the top center 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 pages 11 and 12 would be page 11.1.

B. Sheet Revision Numbers: Revision numbers also appear on the top of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. 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 changed conditions or regulation
- (D) - To signify discontinued rate, regulation or condition
- (I) - To signify increase
- (K) - To signify that material has been transferred to another sheet or place in the tariff
- (M) - To signify that material has been transferred from another sheet or place in the tariff
- (N) - To signify a new rate, regulation, condition or sheet
- (O) - To signify no change\*
- (R) - To signify reduction
- (T) - To signify a change in text for clarification

\*The use of the symbol "O" shall be discretionary unless its use in the interest of clarity is evident or specifically requested by the Commission.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Covista's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable Covista to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

Commission - Used throughout this tariff to mean the Washington Utilities and Transportation Commission.

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

Company or Covista - Used throughout this tariff to mean COVISTA, INC., a New Jersey Corporation.

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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 the Company**

This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by Covista for telecommunications between points within the State of Washington. 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 service application shall not in itself obligate the Company to provide services or to continue to provide service, subject to WAC 480-120-061. 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. The Company does not own any switching, transmission or other physical facilities in Washington.

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- 2.1.1 The services provided by Covista 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) 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 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.
- 2.1.3 The Company reserves the right to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity or when the use of 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, subject to any limitations set forth in this Section 2.2.
- 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.

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2.2.3The 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.

2.2.4Covista's services are available for use twenty-four hours per day, seven days per week.

2.2.5Covista does not transmit messages, but the services may be used for that purpose.

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

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

**2.3 Liability of the Company**

2.3.1The Company's liability for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event shall exceed an amount equal to the proportionate charge to the Customer for the period of service during which mistakes, omissions, interruptions, delays, errors, or defects in transmission occur. For purposes of computing such amount, a month is considered to have 30 days.

2.3.2The Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.

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2.3.3The Company shall be indemnified and held harmless by the Customer against all other claims arising out of any act or omission of the Customer in connection with any service provided by the Company.

2.3.4The Company shall not be liable for and the Customer indemnifies and holds the Company harmless from any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, made, instituted, or asserted by the Customer or any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by the Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of the Company's negligence. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.

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**2.4 Responsibilities of the Customer**

2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.

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 Covista on the Customer's behalf.

2.4.3 If required for the installation of Covista's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to Covista.

2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to Covista and the Customer when required for Covista personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of Covista's services.

2.4.5 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.

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- 2.4.6 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 subscriber 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 Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Covista 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 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 pursuant to WAC 480-120-081.
- 2.4.7 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 Customer or its agents or employees, by improper use of the services, or by use of equipment provided by Customer or its agents or employees.
- 2.4.8 The Customer must pay for the loss through theft of any Covista equipment installed at Customer's premises.
- 2.4.9 If Covista installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.

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2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

**2.5 Discontinuance of Service**

2.5.1 Without incurring liability, upon eight (8) working days' (defined as any day on which the Commission is open) written notice to the Customer and personal contact, Covista may immediately discontinue services to a Customer pursuant to WAC 480-120-081:

2.5.1.A For nonpayment of any sum due Covista for more than thirty (30) 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, policy of any governing authority having jurisdiction over Covista'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 Covista from furnishing its services.

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2.5.2 Without incurring liability, Covista may, pursuant to WAC 480-120-520, 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 Covista's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.

2.5.3 Service may be discontinued by Covista without notice to the Customer, 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.

2.5.4 The Customer may terminate service at any time with 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 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.

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## 2.6 Credit Allowance

2.6.1 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer, are 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 in accordance with WAC 480-120-520.

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.

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2.6.6 No credit shall be allowed for an interruption of a continuous duration of less than two hours.

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 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 in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission and WAC 480-120-520.

## **2.8 Deposit**

The Company does not require deposits or advance payments.

## **2.9 Refusal of Service**

Covista may withhold the provision of ordered or contracted services pursuant to WAC 480-120-061.

## **2.10 Payment and Billing**

2.10.1 Service is provided and billed on a monthly billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt and shall not be considered delinquent until at least 15 days after the invoice date.

**Issued:** November 16,

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2.10.2 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, except in the case of fraud with no contributory fault on the part of the Customer. The security of the Customer's Authorization Codes, presubscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, presubscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.

2.10.3 Reserved for Future Use

**2.11 Reserved for Future Use**

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**2.12 Taxes**

All federal, state and local taxes (e.g., excise tax, gross receipts tax, sales tax, municipal utilities tax) are billed as separate line items and are not included in the quoted rates.

The Company concurs in the Municipal Utility Occupation Tax schedule of each Local Exchange Company tariff in the State of Washington to the extent those local taxes are both current and applicable to the services the Company provides. This amount will be separately stated on each bill to the Customer,

In municipalities that impose a utility occupation tax on gross revenues or gross income from the "telephone business", but which exclude charges that are passed on to customers to compensate for the cost of the municipal tax, the effective rate for billing will be the ordinance tax rate. This rate will be applied to telephone business revenues as defined in the ordinance.

In municipalities that impose a utility occupation tax on gross revenues or gross income from the "telephone business" and which do not exclude charges that are passed on to customers to compensate for the cost of the municipal tax, the effective rate for billing will be determined by dividing the ordinance tax rate by one minus the ordinance tax rate ( $R/(1-R)$ ). The rate determined will be applied to telephone business revenues as defined in the ordinance.

In municipalities that include toll revenues within the definition of "telephone business", the applicable effective rate for billing will be applied to 100% (unless a lower % is specified in the ordinance) of the charges for sent-paid and received-collect intrastate toll messages billed to customers within these municipalities.

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In municipalities that impose a tax on specific telephone company revenues, such as but not limited to toll or miscellaneous revenues, the effective rate for billing will be the ordinance tax rate, or where miscellaneous revenues are taxed, the effective rate for billing will be determined by dividing the ordinance tax rate by one minus the ordinance tax rate ( $R/(1-R)$ ). The applicable billing rate will be applied to the specific telephone company revenues enumerated in the ordinance, but will not be applied to any such revenues that constitute "competitive telephone service" as defined in RCW 82.16.101.

### **2.13 Late Charge**

A late fee of 1.5% per month shall be charged on any past due balances of 30 days or more.

### **2.14 Returned Check Charge**

The Company reserves the right to assess a charge whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 Computation of Charges

3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute which is applied to each minute. All calls are measured in six second increments with thirty second minimum per call. All calls are rounded up to the next whole increment.

3.1.2 Reserved for Future Use.

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3.1.3 Timing begins when the called station is answered and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. Covista will not bill for uncompleted calls.

### **3.2 Customer Complaints and/or Billing Disputes**

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

721 Broad Street, 2<sup>nd</sup> Floor  
Chattanooga, TN 37402  
(800) 805-1000

Any objection to billed charges should be reported promptly to Covista. 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. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled.

All Customer complaints are subject to the jurisdiction of the Commission which may be contacted at the following address and toll-free telephone number:

**Washington Utilities & Transportation Commission**  
**1300 South Evergreen Park Drive, SW**  
**PO Box 47250**  
**Olympia, WA 98504-725011**  
**1-800-562-6150**

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If a Customer accumulates more than One Hundred Dollars (\$100.00) of undisputed delinquent Covista 800/888 Service charges, the Covista Resp. Org. reserves the right not to honor that Customer's request for transfer of an 800/888 number to another carrier until such undisputed charges are paid in full.

### **3.3 Level of Service**

A Customer can expect end to end network availability of not less than 99% at all times for all services.

### **3.4 Billing Entity Conditions**

When billing functions on behalf of Covista or its intermediary are performed by local exchange telephone companies or others, the payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. Covista's name and toll-free telephone number will appear on the Customer's bill.

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COVISTA, INC.**3.5 Service Offerings**

## 3.5.1 1+ Dialing

The customer utilizes "1+" dialing, or "10XXX" dialing followed by "1 + ten digits" for interLATA calls, or dials "10XXX" followed by "1 + 7 digits" or "1 + 10 digits" for intraLATA calls.

## 3.5.2 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.

## 3.5.3 800/888 Service (Toll free).

This service is inbound calling only where an 800 or 888 number rings into a Customer's premise routed to a specific telephone number or terminated over a dedicated facility.

## 3.5.4 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. When more than one number is requested in a single call, a charge may apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published.

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3.5.5 Specialized Pricing Arrangements.

Customized service packages and competitive pricing packages at negotiated rates may be furnished 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. Any such Specialized Pricing Arrangements will be filed with the Commission for prior approval.

3.5.6 Emergency Call Handling Procedures

Emergency "911" calls are not routed to company, but are completed through the local network at no charge.

3.5.7 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations. The Company will notify the Commission of such offerings as required by Commission rules and regulations.

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Effective: December 16, 2000

Issued By: COVISTA, INC.

By: A. John Leach, Jr.

Title: President

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SECTION 4 - RATES

4.1 1+ Dialing

\$0.149 per minute

4.2 Travel Cards

\$0.25 per minute

A per call charge of \$.35 will apply for calls originated from a pay phone.

4.3 800 Service (Toll Free)

\$0.154 per minute

A monthly service charge of \$20 will apply per number.

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**4.4 Directory Assistance**

\$.65

**4.5 Returned Check Charge**

\$20.00

**4.6 Rate Periods**

	Monday - Friday	Sat.	Sun.
8 a.m. to 5 p.m.*	Daytime Rate Period		Evening Rate Period
5 p.m. to 11 p.m.*	Evening Rate Period		
11 p.m. to 8 a.m.*	Night/Weekend Rate Period		

\* To, but not including  
 When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge. If the calculation results in a fractional charge, the amount will be rounded down to the lower cent.

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