

SPECIALIZED COMMON CARRIER SERVICESECTION 2 - RULES AND REGULATIONS2.1 Undertaking of Covista

This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by Covista for telecommunications between points within the State of West Virginia and communications may originate and terminate in any area within the State of West Virginia. 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 service 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. The Company does not own any switching, transmission or other physical facilities in West Virginia.

2.1.1 Covista may, from time to time, offer various enhanced services and information services within the State of West Virginia. Such services will be provided pursuant to contract and will not be governed by this tariff. Covista will furnish the Commission with a copy of such offering at least thirty (30) days prior to such implementation.

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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.
- 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

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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 in accordance with Commission rules and regulations, 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 the Customer, Covista may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:

2.5.1.A For nonpayment of any regulated sum due Covista for more than twenty-five (25) 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

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

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- 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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SPECIALIZED COMMON CARRIER SERVICE**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 or in the event that the Company is entitled to a credit for the failure of the facilities of the Company's Underlying Carrier used to furnish service.
- 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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2.10 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.

2.11 Payment and Billing

Service is provided and billed on a monthly (30 day) basis. Usage charges are billed in arrears, and recurring fixed charges, if any, are billed monthly in advance. Bills are payable and due upon receipt. The minimum service period is thirty (30) days.

2.12 Late Charge

A late fee of 1.5% monthly will be charged on any balances due for more than twenty-eight (28) days.

2.13 Returned Check Charge

A fee of ten dollars (\$10.00) will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

2.14 Reconnection Charge

A reconnection fee of five dollars (\$5.00) per line per occurrence will be charged when service is reestablished for Customers which have been disconnected due to non-payment. Payment of the reconnection fee and any other outstanding amounts will be due in full prior to reconnection of service.

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