



TC03-084

270 South Main Street
Flemington, NJ 08822
PHONE: 908-806-7450
FAX: 908-806-2178

www.x2comm.com

May 8, 2003

Ms. Pamela Bonrud
Executive Director
Public Utilities Commission
Capitol Building, 1st floor
500 East Capitol Avenue
Pierre, SD 57501-5070

RECEIVED

MAY 09 2003

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Re: X2Comm, Inc. d/b/a DC Communications' Application for a Certificate to Provide Interexchange Service in The State of South Dakota

Dear Ms. Bonrud:

Enclosed are an original and ten (10) copies of X2Comm, Inc. d/b/a DC Communications' Application for a certificate to provide interexchange service in the State of South Dakota. Also, enclosed is the required filing fee of \$250.00.

Please acknowledge receipt of this filing by date stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope, which was provided for this purpose.

Please call me at 908-806-7096 if you have any questions regarding this matter.

Sincerely,

A handwritten signature in cursive script that reads "Tina Tecce".

Tina Tecce
Director, Regulatory Affairs
X2Comm, Inc.

BEFORE THE
SOUTH DAKOTA PUBLIC SERVICE COMMISSION

TC03-084

REGISTRATION OF
X2Comm, Inc. d/b/a DC Communications

Pursuant to Rule 20:10:24:02 of the Commission's Telecommunications Services Rules, X2Comm, Inc. d/b/a DC Communications ("X2Comm") submits the following registration information:

1. The name, address and telephone number of the applicant:

X2Comm, Inc. d/b/a DC Communications ("X2Comm")
270 South Main Street
Flemington, NJ 08822
Phone: 908-806-7450
Fax: 908-281-2178
Toll-Free: 866-330-4322

RECEIVED
MAY 09 2003
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

2. The name under which the Applicant will provide these services if different than in subdivision (1) of this section:

Same as subdivision (1).

3. If the applicant is a corporation:

- (a) The state in which it is incorporated, the date of incorporation and a copy of its certificate of incorporation or, if it is an out-of-state corporation, a copy of its certificate of authority in South Dakota from the Secretary of State;

X2Comm, Inc. d/b/a DC Communications was incorporated on December 21, 1999, under the laws of the State of Nevada. A copy of the articles of incorporation from Nevada is included as Attachment A. A copy of the applicant's Secretary of State authority in South Dakota is included as Attachment B.

- (b) The location of its principal office, if any, in this state and the name and address of its current registered agent.

X2Comm has no principal office in South Dakota.

Registered Agent: National Registered Agents, Inc.
300 So. Phillips Avenue, Suite 300
Sioux Falls, SD 57102

3. **If the applicant is a corporation: (cont'd.)**

- (c) **The name and address of each corporation, association, partnership, cooperative or individual holding a 20 percent or greater ownership or management interest in the applicant corporation and the amount and character of the ownership or management interest;**

X2Comm, Inc. is a privately held corporation and is not associated with any other corporation. Emanuel DeMaio and Mark Pavol, officers of the company are the only two individuals holding 20% or more interest in X2Comm, Inc.

4. **If the applicant is a partnership, the name, title and business address of each partner, both general and limited.**

Not applicable.

5. **A description of the telecommunications services the applicant intends to offer.**

The Company proposes to offer inbound (toll free) and outbound long distance services to both residential and business customers. Inbound and outbound services will be available as switched or dedicated.

6. **A detailed statement of the means by which the applicant will provide its services.**

X2Comm plans to utilize the network of its underlying carrier, Global Crossing, Inc., to provide services to its end users. X2Comm has no plans to construct switching or transmission facilities in South Dakota.

7. **The geographic areas in which the services will be offered or a map describing the service area.**

X2Comm intends to offer its services throughout the State of South Dakota.

8. **Current financial statements of the applicant including a balance sheet, income statement, and cash flow statement; a copy of the applicant's latest annual report; a copy of the applicant's report to stockholders; and a copy of the applicant's tariff with the terms and conditions of service.**

X2Comm, Inc.'s financial statements for the year ending December 31, 2002, are enclosed as Attachment C. As a privately held corporation, X2Comm does not prepare an annual report to stockholders.

The Company's tariff is provided in Attachment D.

9. **The names, addresses, telephone number, fax number, E-mail address, and toll-free number of the applicant's representatives to whom all inquiries must be made regarding complaints and regulatory matters, and a description of how the applicant handles customer billings and customer service matters.**

For inquiries regarding this application and tariff, contact:

Shari Dawson, Consultant to X2Comm, Inc. d/b/a DC Communications
Technologies Management, Inc.
210 N. Park Avenue
Winter Park, FL 32789
Phone: 407-740-8575
Fax: 407-740-0613

For complaints and on-going regulatory issues:

Tina Tecce
X2Comm, Inc. d/b/a DC Communications
270 South Main Street
Flemington, NJ 08822
Phone: 908-806-7096
Fax: 908-806-2178
Toll-Free: 866-330-4322
E-Mail: Tina@X2comm.com

X2Comm utilizes an in-house billing system for customer billing. Their toll free telephone number for customer inquiries and complaints is 866-330-4322 and will be printed on the Customer's bill. The Customer Service Department is staffed Monday through Friday from time. After hours inquiries are handled by voicemail, and are called back the next business day.

10. **A list of the states in which the applicant is registered or certified to provide telecommunications services, whether the applicant has ever been denied registration or certification in any state and the reasons for any such denial, a statement as to whether or not the applicant is in good standing with the appropriate regulatory agency in the states where it is registered or certified, and a detailed explanation of why the applicant is not in good standing in a given state, if applicable:**

See Attachment E for a list of states where X2Comm, Inc. d/b/a DC Communications is currently registered or certified to provide telecommunications.

The applicant has never been denied registration or certification in any state. The applicant is in good standing with the appropriate regulatory agency in the states where it is registered or certified.

11. **A description of how the applicant intends to market services, its target market, whether the applicant engages in any multilevel marketing, and copies of any company brochures used to assist in the sale of services.**

The applicant will market its services through telemarketing primarily to small and medium sized businesses. The company does not utilize any form of multilevel marketing in the sale of its services. The company has not yet prepared sales literature or company brochures.

12. **Cost support for rates shown in the company's tariff for all noncompetitive or emerging competitive services.**

As a provider of resold long distance services only, the services and rates in the Company's tariff are all competitive services. Therefore no cost support is provided.

13. **Federal tax identification number:**

X2Comm, Inc. d/b/a DC Communications 's federal tax identification number is 52-2216139.

14. **The number and nature of complaints filed against the applicant with any state or federal regulatory commission regarding the unauthorized switching of a customer's telecommunications provider and the act of charging customers for services that have not been ordered.**

X2Comm, Inc. d/b/a DC Communications has had no complaints filed against it.

15. **A written request for waiver of those rules the applicant believes to be inapplicable.**

X2Comm, Inc. d/b/a DC Communications would like to receive a waiver to the bill content/format rule (Chapter 20:10:07:03). X2Comm will provide electronic invoices to its customers at no charge. For a monthly recurring fee the customers can receive paper invoices with varying degrees of information.

Submitted by:

Emanuel DeMaio, President
X2Comm, Inc. d/b/a DC Communications

ATTACHMENT A

Articles of Incorporation

C32729-99

DEC 21 1999

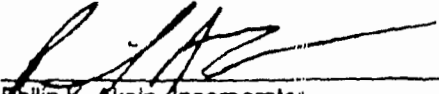
Articles of Incorporation
For
X2COMM, Inc.
(Pursuant to NRS 78)
State of Nevada
Secretary of State

1. **Name of Corporation:** X2COMM, Inc.
2. **Resident Agent:** The name and street address in Nevada of the Resident Agent for this Corporation where process may be served is:

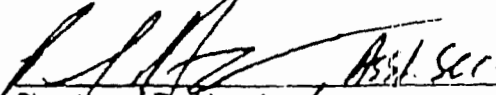
National Registered Agents, Inc. of NV
202 South Minnesota Street
Carson City, Nevada 89703
3. **Shares:** The corporation is authorized to issue 1,500 shares of common stock, all of one class, at \$1.00 par value per share.
4. **Governing Board:** The governing board shall be styled as Directors. The First Board of Directors shall consist of 1 Member(s) whose name and address information is as follows:

<u>Name</u>	<u>Address</u>
Emanuel DeMaio	809 Atkinson Circle Neshanic Station, New Jersey 08853

5. **Purpose:** The purpose of the corporation shall be to engage in any and all lawful business.
6. **Signatures of Incorporator(s):** The name and address information of the incorporator signing the Articles of Incorporation is as follows:


 Philip K. Akalp, Incorporator
 26500 West Agoura Road, #572
 Calabasas, California 91302

7. **Certificate of Acceptance of Appointment of Resident Agent:** I, National Registered Agents, Inc. of NV, hereby accept appointment as Resident Agent for the above-named corporation.

 *Asst. Sec.*
 Signature of Resident Agent

12/16/99
 Date

12/21/99 03:29 PM NRS 78-001-001

ATTACHMENT B

Authority to Operate in South Dakota

State of South Dakota



OFFICE OF THE SECRETARY OF STATE

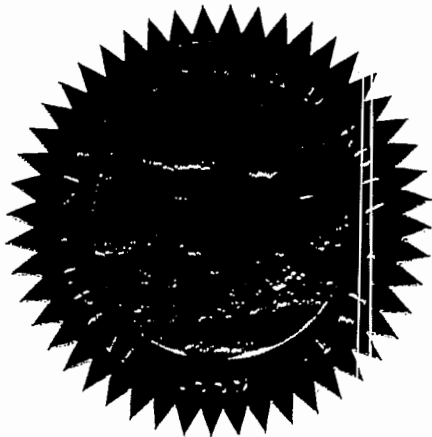
Certificate of Incorporation Business Corporation

ORGANIZATIONAL ID #: FB025784

I, **JOYCE HAZELTINE**, Secretary of State of the State of South Dakota, hereby certify that the Articles of Incorporation of **X2COMM, INC. (NV)** duly signed and verified, pursuant to the provisions of the South Dakota Business Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY, and by virtue of the authority vested in me by law, I hereby issue this Certificate of Incorporation and attach hereto a duplicate of the Articles of Incorporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota, at Pierre, the Capital, this December 13, 2001.



Joyce Hazeltine
Secretary of State

SIP

CERTIFICATE

OF

USE IN A BUSINESS OF A TRADE, ASSUMED OR FICTITIOUS NAME

To: Register of Deeds
County of Minehaha

The undersigned corporation, pursuant to the provisions of the laws of South Dakota, submits the following statement:

- 1. The name of the corporation (hereinafter referred to as the "Corporation") filing this original Certificate to Use in a Business of a Trade, Assumed or Fictitious Name is:

X2Comm, Inc.


- 2. The trade/assumed/fictitious name under which business will be conducted by the Corporation is:

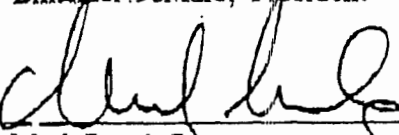
DC Communications

- 3. The name and address of the owner of the above trade/assumed/fictitious name is:

X2Comm, Inc.
270 South Main Street
Flemington, NJ 08822

X2Comm, Inc.

By: 
Emanuel DeMaio, President

By: 
Mark Pavol, Secretary

[Corporate Seal]

ATTACHMENT C

Financial Statements

Direct Connect Communications
Summary Balance Sheet
As of December 31, 2002

	<u>Dec 31, 02</u>
ASSETS	
Current Assets	
Checking/Savings	142,862.53
Other Current Assets	71,811.34
Total Current Assets	<u>214,673.87</u>
Fixed Assets	109,683.81
Other Assets	9,371.25
TOTAL ASSETS	<u><u>333,728.93</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	104,671.23
Total Current Liabilities	<u>104,671.23</u>
Long Term Liabilities	<u>375,000.00</u>
Total Liabilities	479,671.23
Equity	<u>-145,942.30</u>
TOTAL LIABILITIES & EQUITY	<u><u>333,728.93</u></u>

Direct Connect Communications
Profit & Loss
January through December 2002

	<u>Jan - Dec 02</u>
Ordinary Income/Expense	
Income	
4000 · Sales-Direct Bill	915,176.48
4200 · Sales-Wholesale	100,372.83
4800 · Other income - National	10,000.00
4900 · Other Income - Nextel	110,000.00
Total Income	<u>1,135,549.31</u>
Cost of Goods Sold	
5010 · AT&T-ANC-Interstate	64,678.56
5090 · Global Crossing Network	521,580.67
5600 · Marketing-NJ	2,590.00
5610 · Marketing-FL	2,386.50
5650 · Commissions-NJ	606.78
5800 · Billing Costs-Printing	5,549.09
5810 · Billing Costs-Credit Card	2,051.33
5820 · Billing Costs-Postage	7,531.10
5900 · Bad Debts-Direct Bill	0.00
5990 · Bad Debts-Other	0.00
Total COGS	<u>606,974.03</u>
Gross Profit	528,575.28
Expense	
6000 · Advertising-NJ	30,875.09
6001 · Advertising-FL	5,004.33
6010 · Amortization-NJ	2,677.50
6020 · Bank Charges-NJ	22,546.08
6040 · Computer Supplies-NJ	10,345.25
6041 · Computer Supplies-FL	6,360.58
6070 · Consultants-NJ	3,751.66
6071 · Consultants-FL	1,000.00
6090 · Dues and Subscriptions-NJ	24,275.35
6091 · Dues and Subscriptions-FL	532.84
6100 · Depreciation-NJ	59,537.71
6101 · Depreciation-FL	4,376.24
6150 · Insurance-NJ	3,380.26
6151 · Insurance-FL	3,520.44
6200 · Legal Fees-NJ	22,517.28
6201 · Legal Fees-FL	519.83
6210 · Accounting Fees-NJ	3,560.00
6400 · Office Supplies-NJ	10,287.51
6401 · Office Supplies-FL	6,657.56
6500 · Salaries-NJ	54,550.62
6501 · Salaries-FL	135,583.81
6510 · Bonuses-NJ	0.00
6511 · Bonuses-FL	0.00
6520 · Payroll Taxes-NJ	17,317.88
6550 · Employee Benefits-NJ	15,063.24
6551 · Employee Benefits-FL	3,135.92
6599 · Contract Labor - Epix	229,339.10
6600 · Postage-NJ	3,487.36
6601 · Postage-FL	723.23
6641 · Security-FL	258.94
6700 · Taxes-NJ	7,062.62
6701 · Taxes-FL	167.83
6750 · Travel-NJ	8,254.63
6751 · Travel-FL	1,881.36
6760 · Entertainment-NJ	403.86
6761 · Entertainment-FL	1,000.00
6800 · Rent-NJ	36,000.00
6801 · Rent-FL	7,525.96
6810 · Maintenance-NJ	18.00
6811 · Maintenance-FL	500.00
6820 · Utilities-NJ	1,411.05
6821 · Utilities-FL	3,511.29
6850 · Telephone-NJ	17,314.81

8:58 AM
05/02/03
Cash Basis

Direct Connect Communications
Profit & Loss
January through December 2002

	<u>Jan - Dec 02</u>
6851 - Telephone-FL	13,196.96
7100 - Interest Expense - Line of Cred	<u>3,582.15</u>
Total Expense	<u>783,016.13</u>
Net Ordinary Income	-254,440.85
Other Income/Expense	
Other Income	
7000 - Interest Income - 270 South	5,131.34
Total Other Income	<u>5,131.34</u>
Net Other Income	<u>5,131.34</u>
Net Income	<u><u>-249,309.51</u></u>

Direct Connect Communications
Statement of Cash Flows
 January through December 2002

	<u>Jan - Dec 02</u>
OPERATING ACTIVITIES	
Net Income	-249,309.51
Adjustments to reconcile Net Income to net cash provided by operations:	
1015 · AR - 270 South Main Street LLC	-71,811.34
2150 · First Union Line of Credit	100,000.00
2600 · Payroll Liabilities:2610 · Federal Withholding	-1,028.91
2600 · Payroll Liabilities:2620 · Fica Payable	-1,280.51
2600 · Payroll Liabilities:2630 · Medicare Payable	-299.46
2600 · Payroll Liabilities:2650 · NJ Withholding Payable	-195.18
2600 · Payroll Liabilities:2652 · PA Withholding Payable	1,211.58
2600 · Payroll Liabilities:2670 · NJUC Payable	58.50
2600 · Payroll Liabilities:2671 · FLUC Payable	-212.36
2600 · Payroll Liabilities:2672 · PAUC Payable	816.00
2600 · Payroll Liabilities:2690 · FUTA Payable	-33.02
Net cash provided by Operating Activities	<u>-222,084.21</u>
INVESTING ACTIVITIES	
1500 · Computer Eq-NJ	-2,206.56
1505 · AD-Comp Eq-NJ	32,538.88
1510 · Software Costs-NJ	-35,000.00
1515 · AD-Software Costs-NJ	26,998.83
1605 · AD-Comp Eq-FL	3,200.00
1625 · AD-Furniture & Eq-FL	1,176.24
1800 · Employee Loans	5,000.00
1805 · AA-Organization Costs	2,677.50
1900 · Security Deposits-AT&T	75,000.00
1910 · Security Deposits-Other	5,052.50
Net cash provided by Investing Activities	<u>114,437.39</u>
FINANCING ACTIVITIES	
3100 · Additional Paid in Capital	<u>145,000.00</u>
Net cash provided by Financing Activities	<u>145,000.00</u>
Net cash increase for period	37,353.18
Cash at beginning of period	<u>105,509.35</u>
Cash at end of period	<u><u>142,862.53</u></u>

ATTACHMENT D

Proposed Tariff

COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SOUTH DAKOTA

X2Comm, Inc.

d/b/a DC Communications

This tariff is filed in accordance with the South Dakota Public Service Commission. All services contained in this tariff are competitive.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for interexchange telecommunications services provided by X2Comm, Inc. within the State of South Dakota. This tariff is on file with the South Dakota Public Service Commission. Copies may be inspected during normal business hours at the Company's principal place of business.

Issued:

Effective:

Issued By:

Mark Pavol, Secretary/Treasurer
270 South Main Street
Flemington, NJ 08822

COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

CHECK SHEET

All sheets of this tariff are effective as of the date shown at the bottom on 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 of the bottom of this page.

SHEET	REVISION
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
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original
24	Original
25	Original
26	Original
27	Original

* - indicates those sheets included with this filing.

Issued:

Effective:

Issued By:

Mark Pavol, Secretary/Treasurer
270 South Main Street
Flemington, NJ 08822

COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

TABLE OF CONTENTS

Title Page1

Check Sheet2

Table of Contents3

Symbols.....4

Tariff Format.....4

SECTION 1 -Technical Terms and Abbreviations6

SECTION 2 -Rules and Regulations8

SECTION 3 -Description of Service19

SECTION 4 -Rates.....23

SECTION5 -Promotional Offerings.....27

Issued:

Effective:

Issued By:

Mark Pavol, Secretary/Treasurer
270 South Main Street
Flemington, NJ 08822

COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SYMBOLS

The following symbols are used for the purposes indicated below:

- C - Changed Regulation.
- D - Delete or discontinue.
- I - Increase to a rate.
- M - Moved from another tariff location.
- N - New.
- R - Reduction to a rate.
- T - Change in text but no change in rate or regulation.

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 South Dakota Public Service Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the South Dakota Public Service Commission follows in its tariff approval process, the most current sheet number on file with the Commission is not always the tariff in effect. Consult the Check Sheet for the sheet currently in effect.

Issued:

Effective:

Issued By:

Mark Pavol, Secretary/Treasurer
270 South Main Street
Flemington, NJ 08822

COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

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 South Dakota 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. remain 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 South Dakota Public Service Commission.

Issued:

Effective:

Issued By:

Mark Pavol, Secretary/Treasurer
270 South Main Street
Flemington, NJ 08822

COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 1 -TECHNICAL TERMS AND ABBREVIATIONS

Access Line -An arrangement which connects the customer's location to a X2Comm, Inc. switching center or point of presence.

Account Codes -Optional, customer defined digits that allow the customer to identify the individual user, department, or client associated with a call.

Authorized User -A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Carrier's service.

Call -A completed connection established between a calling station and one or more called stations.

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

Company or Carrier -X2Comm, Inc. d/b/a DC Communications , unless otherwise clearly indicated by the context.

Holidays -The Company observes the following holidays for specific products: New Years Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

LEC -Local Exchange Company.

Issued:

Effective:

Issued By:

Mark Pavol, Secretary/Treasurer
270 South Main Street
Flemington, NJ 08822

COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 1 -TECHNICAL TERMS AND ABBREVIATIONS, CON'T.

Special Access Origination -Where originating access between the customer and the interexchange carrier is provided on dedicated circuits. The cost of these dedicated circuits is billed by the access provider directly to the end user.

Switched Access Origination -Where originating access between the customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

V & H Coordinates -Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purpose of rating calls.

X2Comm, Inc. - Used throughout this tariff to mean X2Comm, Inc. d/b/a DC Communications unless clearly indicated otherwise by the text.

Issued:

Effective:

Issued By:

Mark Pavol, Secretary/Treasurer
270 South Main Street
Flemington, NJ 08822

COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 -RULES AND REGULATIONS

2.1 Undertaking of X2Comm, Inc.

X2Comm, Inc.'s services and facilities are furnished for communications originating at specified points within the State of South Dakota under terms of this tariff.

X2Comm, Inc. undertakes to provide the services offered in this tariff in accordance with the terms and conditions set forth under this tariff. X2Comm, Inc. 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 X2Comm, Inc.. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

2.2 Limitations

2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.

2.2.2 X2Comm, Inc. reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.

2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

Issued:

Effective:

Issued By:

Mark Pavol, Secretary/Treasurer
270 South Main Street
Eliminaton, NJ 08822

COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 -RULES AND REGULATIONS, CON'T.

2.2 Limitations, con't.

2.2.4 All facilities provided under this tariff are directly controlled by X2Comm, Inc. and the Customer may not transfer or assign the use of service or facilities without 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.

2.2.5 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 transferees, as well as all conditions of service.

2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

2.4 Liabilities of the Company

2.4.1 X2Comm, Inc.'s liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.

2.4.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage) , for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

Issued:

Effective:

Issued By:

Mark Pavol, Secretary/Treasurer
270 South Main Street
Flemington, NJ 08822

COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 -RULES AND REGULATIONS, CON'T.

2.4 Liabilities of Company, con't.

- 2.4.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, tradename, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- 2.4.4 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.
- 2.4.5 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.

Issued:

Effective:

Issued By:

Mark Pavol, Secretary/Treasurer
270 South Main Street
Flemington NJ 08822

COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 -RULES AND REGULATIONS, CON'T.

2.5 Deposits

The Company does not require a deposit from the Customer.

2.6 Advance Payments

For Customers whom the Company determines an advance payment is necessary, X2Comm, Inc. 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 a new advance payment may be collected for the next month.

2.7 Taxes and Fees

2.7.1 All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff.

2.7.2 To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.

2.7.3 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs.

Issued:

Effective:

Issued By:

Mark Pavol, Secretary/Treasurer
270 South Main Street
Elemington NJ 08822

COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 -RULES AND REGULATIONS, CON'T.

2.7 Taxed and Fees, Cont'd.

2.7.3 Cont'd.

A. Public Pay Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. The Public Pay Telephone Surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Issued:

Effective:

Issued By:

Mark Pavol, Secretary/Treasurer
270 South Main Street
Flemington NJ 08822

COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 -RULES AND REGULATIONS, CON'T.

2.7 Taxes and Fees, Cont'd.

2.7.3 Cont'd.

A. Public Pay Telephone Surcharge, cont'd.

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Rate per Call, maximum \$0.35

Issued:

Effective:

Issued By:

Mark Pavol, Secretary/Treasurer
270 South Main Street
Flemington, NJ 08822

COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 -RULES AND REGULATIONS, CON'T.

2.8 Terminal Equipment

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a PBX, key system, or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

Issued:

Effective:

Issued By:

Mark Pavol, Secretary/Treasurer
270 South Main Street
Flemington, NJ 08822

COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 -RULES AND REGULATIONS, CON'T.

2.9 Installation

Service is installed upon mutual agreement between the Customer and the Company.

2.10 Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by X2Comm, Inc.. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Terms of payment shall be according to the rules and regulations of the billing agent and subject to the rules of regulatory agencies, such as the South Dakota Public Service Commission. Any objections to billed charges must be reported to the Company or its billing agent. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

The Company's bills are due upon receipt. Amounts not paid within 30 days from the due date of the invoice will be considered past due. A late fee of 1.5% per month (or the maximum amount allowed by law, whichever is lower) may apply to any unpaid and past due balance. The late fee may be charged by the Company directly or by the Company's billing service provider. If a Customer presents an undue risk of nonpayment at any time, the Company may require that Customer to pay its bills within a specified number of days and to make such payments in cash or the equivalent of cash.

2.11 Cancellation by Customer

Customer may cancel service by providing oral or written notice to the Company.

2.12 Interconnection

Service furnished by X2Comm, Inc. may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates, and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with X2Comm, Inc.'s service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

Issued:

Effective:

Issued By:

Mark Pavol, Secretary/Treasurer
270 South Main Street
Eliington, NT 08822

COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 -RULES AND REGULATIONS, CON'T.

2.13 Refusal or Discontinuance by Company

X2Comm, Inc. may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer will be given 15 days notice to comply with any rule or remedy any deficiency:

- (a) For non-compliance with or violation of any State, municipal, or Federal law, ordinance, or regulation pertaining to telephone service.
- (b) For the use of telephone service for any other property or purpose other than that described in the application.
- (c) For neglect or refusal to provide reasonable access to the X2Comm, Inc. or its agents for the purpose of inspection and maintenance of equipment owned by X2Comm, Inc. or its agents.
- (d) For noncompliance with or violation of Commission regulations or X2Comm, Inc.'s rules and regulations on file with the Commission, provided five (5) days' written notice is given before termination.
- (e) For nonpayment of bills for regulated services, provided that suspension or termination of service shall not be made without five (5) days written notice to the Customer, except in extreme cases.
- (f) Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect X2Comm, Inc.'s equipment or service to others.
- (g) Without notice in the event of tampering with the equipment or services owned by X2Comm, Inc. or its agents.

Issued:

Effective:

Issued By:

Mark Pavol, Secretary/Treasurer
270 South Main Street
Farmington, NH 08822

COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 -RULES AND REGULATIONS, CON'T.

2.13 Refusal or Discontinuance by Company, (con't)

- (h) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, X2Comm, Inc. may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- (i) Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits carrier from furnishing such services.
- (j) For periods of inactivity over sixty (60) days.

2.14 Interruption of Service

Credit allowances for interruptions of service which are not due to the Carrier's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify carrier immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Carrier's terminal. Interruptions caused by Customer-provided or Carrier-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the customer has the option of using the long distance network via local exchange company access.

Issued:

Effective:

Issued By:

Mark Pavol, Secretary/Treasurer
270 South Main Street
Farmington, NJ 08822

COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 -RULES AND REGULATIONS, CON'T.

2.15 Inspection, Testing, and Adjustment

Upon reasonable notice, the facilities provided by the Carrier shall be made available to the Carrier for tests and adjustments as may be deemed necessary by the Carrier for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.16 Tests, Pilots, Promotional Campaigns and Contests

The Carrier may conduct special tests or pilot programs and promotions after approval by the South Dakota Public Service Commission to demonstrate the ease of use, quality of service and to promote the sale of its services. The Carrier may also waive a portion of all processing fees or installation fees for winner of contests and other occasional promotional events sponsored or endorsed by the Carrier. From time to time the Company may waive all processing fees for a Customer.

2.17 Reservation of Toll Free Numbers

The Company will make every effort to reserve Toll Free (i.e."800/888") vanity numbers for customers, but makes no guarantee or warranty that the requested number(s) will be available.

2.18 Portability of Toll Free Numbers

The Company will participate in porting Toll Free (i.e."800/888") numbers only if the account balance is zero and all charges incurred as a result of the Toll Free number have been paid.

Issued:

Effective:

Issued By:

Mark Pavol, Secretary/Treasurer
270 South Main Street
Washington, NE 68822

COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 3 - DESCRIPTION OF SERVICE

3.1 Timing of Calls

- 3.1.1 Long distance usage charges are based on the actual usage of X2Comm, Inc.'s network. Chargeable time begins when a connection is established between the calling station and the called station. Chargeable time ends when either party "hangs up" thereby releasing the network connection.
- 3.1.2 Minimum call duration is specified for each product in Sections 3.3 to 3.6 of this tariff.
- 3.1.3 Unless otherwise specified in this tariff, after the initial minimum period usage is beyond the minimum call duration is measured and rounded to the next higher six second increment for billing purposes. The initial minimum period for each product is specified in Sections 3.3 to 3.6 of this tariff.

Issued:

Effective:

Issued By:

Mark Pavol, Secretary/Treasurer
270 South Main Street
Bloomington, NJ 08822

COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 3 -DESCRIPTION OF SERVICE, CON'T.

3.2 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between the serving wire center locations associated with the originating and terminating points of the call.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the serving wire centers as defined by BellCore (Bell Communications Research), in the following manner:

Step 1 -Obtain the "V" and "H" coordinates for the serving wire center of the Customer's switch and the destination point.

Step 2 -Obtain the difference between the "V" coordinates of each of the serving wire centers. Obtain the difference between the "H" coordinates.

Step 3 Square the differences obtained in Step 2.

Step 4 Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5 -Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6 -Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating serving wire centers of the call.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

Issued:

Effective:

Issued By:

Mark Pavol, Secretary/Treasurer
270 South Main Street
Providence, RI 02822

COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 3 -DESCRIPTION OF SERVICE, CON'T.

3.3 Residential Long Distance Plan (Applies to Switched and Dedicated Services)

This Residential long distance service applies to residential customers who access X2Comm, Inc. via local exchange company provided switched access line or a dedicated access line. Each call is billed in one-minute increments. The minimum call duration for billing purposes is one minute. No monthly recurring charge applies if the customer elects to receive their invoice via E-mail with the electronic payment option. Monthly recurring charges will apply if the customer elects any other option, as listed in Section 4. Monthly recurring charges apply to toll-free calling service

3.4 Business Long Distance Plan (Applies to Switched and Dedicated Services)

This Business long distance service applies to business customers who access X2Comm, Inc. via local exchange company provided switched access line or a dedicated access line. The minimum call duration for billing purposes is thirty (30) seconds. Call timing is rounded up to the nearest six (6) second increment after the initial 30 seconds. No monthly recurring charge applies if the customer elects to receive their invoice via E-mail with the electronic payment option. Monthly recurring charges will apply if the customer elects any other option, in Section 4. Monthly recurring charges apply to toll-free calling service unless the Customer also subscribes to X2Comm, Inc. 1+ Business Long Distance Plan.

Issued:

Effective:

Issued By:

Mark Pavol, Secretary/Treasurer
270 South Main Street
Flemington, NJ 08822

COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 3 -DESCRIPTION OF SERVICE, CON'T.

3.5 Switched Inbound Service

Switched Toll-Free Service provides an in-bound calling service to the Company's Customers. The Company's Customer is billed for each toll-free (i.e., 800/888) call, rather than the call originator. Calls terminate to the X2Comm, Inc. Customer via switched access lines. For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of thirty (30) seconds for Business Customers, for Residential Customers, call timing is rounded up to the nearest full minute after the initial minimum period of one minute.

3.6 Dedicated Inbound Service

Dedicated Toll-Free Service provides an in-bound customer provided calling service to the Company's Customers. The Company's Customer is billed for each toll-free (i.e., 800/888) call, rather than the call originator. Calls terminate to the X2Comm, Inc. Customer via customer-provided dedicated access lines. . For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of thirty (30) seconds for Business Customers, for Residential Customers, call timing is rounded up to the nearest full minute after the initial minimum period of one minute.

3.7 Directory Assistance

A Directory Assistance charge applies per intrastate directory assistance calls made from points within the State of South Dakota. The customer may make two (2) requests for a telephone number per call. The Directory Assistance Charge applies regardless of whether the operator is able to supply the requested number. Discounts are not applicable to Directory Assistance Charges. Directory Assistance Charges are not included in usage commitments or computed in any discount calculations.

Issued:

Effective:

Issued By:

Mark Pavol, Secretary/Treasurer
270 South Main Street
Flemington, NJ 08822

COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 4 -RATES

4.1 General

Each Customer is charged individually for each call placed through the carrier. Charges are computed on an airline mileage basis as described in Section 3.2 of this tariff.

Rates vary by mileage band, time of day, call duration and by originating and terminating access type.

Customers are billed based on their use of X2Comm, Inc's long distance service.

Issued:

Effective:

Issued By:

Mark Pavol, Secretary/Treasurer
270 South Main Street
Elemington, NJ 08822

COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 4 -RATES, CON'T.

4.2 Residential Long Distance Plan (Applies to Switched and Dedicated Services)

Residential Long Distance Plan Rate

Residential 1+ Usage Rates	<u>InterLATA</u>	<u>IntraLATA</u>
Switched Per Minute Rate:	\$0.179	\$0.179
Dedicated Per Minute Rate:	\$0.115	\$0.115

No monthly recurring charge applies if the customer elects to receive their invoice via E-mail with the electronic payment option.

1+ Billing Option Descriptions With Monthly Recurring Charges

Online Call Detail 1: Paper remittance with summary and call detail online.

Online Call Detail 2: Summary invoice and paper remittance with call detail online.

Paper Invoice: Paper invoice with call detail, no call detail online.

Monthly Recurring Charges

Online Call Detail 1: \$1.00
Online Call Detail 2: \$1.50
Paper Invoice: \$2.00

Switched Toll-Free Usage Rates

	<u>InterLATA</u>	<u>IntraLATA</u>
Per Minute Rate:	\$0.179	\$0.179
Monthly Recurring Charge:	\$8.95	

Dedicated Toll-Free Usage Rates

	<u>InterLATA</u>	<u>IntraLATA</u>
Per Minute Rate:	\$0.115	\$0.115
Monthly Recurring Charge	\$8.95	

Issued:

Effective:

Issued By:

Mark Pavol, Secretary/Treasurer
270 South Main Street
Elemington NJ 08822

COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 4 -RATES, CON'T.

4.3 Business Long Distance Plan (Applies to Switched and Dedicated Services)

Business Long Distance Plan Rates

Business Usage Rates	<u>InterLATA</u>	<u>IntraLATA</u>
Switched Business Plan Per Minute Rate:	\$0.179	\$0.179
Dedicated Business Plan Per Minute Rate:	\$0.115	\$0.115

No monthly recurring charge applies if the customer elects to receive their invoice via E-mail with the electronic payment option.

1+ Billing Option Descriptions With Monthly Recurring Charges

Online Call Detail 1: Paper remittance with summary and call detail online.

Online Call Detail 2: Summary invoice and paper remittance with call detail online.

Paper Invoice: Paper invoice with call detail, no call detail online.

Monthly Recurring Charges

Online Call Detail 1: \$1.00
Online Call Detail 2: \$1.50
Paper Invoice: \$2.00

Switched Toll-Free Usage Rates

	<u>IntraLATA</u>	<u>InterLATA</u>
Per Minute Rate:	\$0.179	\$0.179
Monthly Recurring Charge:	\$5.00*	

Dedicated Toll-Free Usage Rates

	<u>IntraLATA</u>	<u>InterLATA</u>
Per Minute Rate:	\$0.115	\$0.115
Monthly Recurring Charge	\$5.00*	

*Monthly fee is waived when the customer is also presubscribed to X2Comm, Inc.'s Business 1+ plan

Issued:

Effective:

Issued By:

Mark Pavol, Secretary/Treasurer
270 South Main Street
Flemington NJ 08822

COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 4 -RATES, CON'T.

4.4 Switched Inbound Service

Switched Inbound Rates

Rate Per Minute

\$0.179

4.5 Dedicated Inbound Service

Dedicated Inbound Rates

Rate Per Minute

\$0.115

4.6 Other Charges

Directory Assistance:

\$0.95

Issued:

Effective:

Issued By:

Mark Pavol, Secretary/Treasurer
270 South Main Street
Elmington, NJ 08822

COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 5 -PROMOTIONAL OFFERINGS

5.1 Promotional Offerings

The Company may from time to time engage in Promotional Offerings limited to certain dates, times or locations designed to attract new subscribers or increase subscriber usage. In all such cases, the rates charged will not exceed those specified in Section 4 of this Tariff. Such offerings will be filed with the Commission.

Issued:

Effective:

Issued By:

Mark Pavol, Secretary/Treasurer
270 South Main Street
Flemington NJ 08822

ATTACHMENT E

List of States where Currently Registered or Certified

List of States X2Comm, Inc. is Currently Registered or Certified

ALABAMA
ARIZONA
ARKANSAS
CALIFORNIA
COLORADO
WASHINGTON DC
FLORIDA
GEORGIA
HAWAII
IDAHO
ILLINOIS
INDIANA
IOWA
KANSAS
KENTUCKY
LOUISIANA
MAINE
MARYLAND
MICHIGAN
MINNESOTA
MONTANA
NEVADA
NEW HAMPSHIRE
NEW JERSEY
NEW YORK
NORTH CAROLINA
NORTH DAKOTA
OHIO
OREGON
PENNSYLVANIA
TEXAS
UTAH
VERMONT
VIRGINIA
WEST VIRGINIA
WISCONSIN
WYOMING

© 1984-2000 INTUIT INC. # 414 1800-433-8810

MEMO

⑈002155⑈ ⑆:021200025⑆:200000785⑆10

South Dakota Public Service Commission



DOLLARS

Two Hundred Fifty and 00/100*****

PAY TO THE ORDER OF South Dakota Public Service Commission

\$ **250.00

5/8/2003

X2COMM, INC 03-01
PAYABLE ACCOUNT
270 SOUTH MAIN STREET
FLEMINGTON, NJ 08822
PHONE: 908-806-7450

FIRST UNION NATIONAL BANK
BLOOMFIELD, NJ 07003
55-21212

2155

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of May 8, 2003 through May 14, 2003

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact Delaine Kolbo within five business days of this report. Phone: 605-773-3705

TELECOMMUNICATIONS

TC03-082 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and Midcontinent Communications, Inc.

On May 9, 2003, the Commission received a filing for approval of an Amendment to an Interconnection Agreement between Midcontinent Communications, Inc. and Qwest Corporation. According to the parties, the amendment is made in order to add to the agreement the Performance Assurance Plan as approved by the Commission and the Performance Indicator Definitions, as set forth in Attachments 1 and 2 to the amendment. The original agreement was approved by the Commission on May 5, 1999, in Docket No. TC99-023. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than May 29, 2003. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 05/09/03
Initial Comments Due: 05/29/03

TC03-083 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and McLeodUSA Telecommunications Services, Inc.

On May 9, 2003, the Commission received a filing for approval of an Amendment to an Interconnection Agreement between McLeodUSA Telecommunications Services, Inc. and Qwest Corporation. According to the parties, the amendment is made in order to add the terms, conditions and rates for Unbundled Loops, as set forth in Attachment 1 and Exhibits A and B to the amendment. The original agreement was approved by the Commission on July 23, 1999, in Docket No. TC99-057. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than May 29, 2003. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 05/09/03
Initial Comments Due: 05/29/03

TC03-084 In the Matter of the Application of X2Comm, Inc. d/b/a DC Communications for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.

X2Comm, Inc. d/b/a DC Communications has filed an application for a Certificate of Authority to provide interexchange telecommunications services in South Dakota. The applicant intends to provide inbound (toll free) and outbound long distance services to both residential and business customers. Inbound and outbound services will be available as switched and dedicated service.

Staff Analyst: Bonnie Bjork
Staff Attorney: Karen Cremer
Date Docketed: 05/09/03
Intervention Deadline: 05/30/03

TC03-085 In the Matter of the Application of Covista, Inc. for a Certificate of Authority to Provide Local Exchange Services in South Dakota.

Covista, Inc. has filed an application for a Certificate of Authority to provide resold and facilities based/UNE-P local exchange services in South Dakota.

Staff Analyst: Bonnie Bjork
Staff Attorney: Karen Cremer
Date Docketed: 05/12/03
Intervention Deadline: 05/30/03

TC03-086 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and Sprint Communications Company L.P.

On May 12, 2003, the Commission received a filing for approval of an Amendment to an Interconnection Agreement between Sprint Communications Company L.P. and Qwest Corporation. According to the parties, the agreement is amended by adding terms and conditions for Collocation Available Inventory, as set forth in Attachment 1 and Exhibit A to the amendment. The original agreement was approved by the Commission on November 13, 2001, in Docket No. TC01-151. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than June 2, 2003. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 05/12/03
Initial Comments Due: 06/02/03

TC03-087 In the Matter of the Filing for Approval of a Boundary Change between West River Telecommunications Cooperative and Qwest Corporation.

West River Telecommunications Cooperative and Qwest Communications have filed a joint petition for Commission approval of an exchange boundary change between West River's McLaughlin Exchange and Qwest's Timber Lake Exchange. Two customers have requested the boundary change in order to be served by West River.

Staff Analyst: Michele Farris
Staff Attorney: Karen Cremer
Date Docketed: 05/14/03
Intervention Deadline: 05/30/03

**You may receive this listing and other PUC publications via our website or via internet e-mail.
You may subscribe or unsubscribe to the PUC mailing lists at <http://www.state.sd.us/puc>**

TC 03-084



270 South Main Street
Flemington, NJ 08822
PHONE: 908-806-7450
FAX: 908-806-2178

www.x2comm.com

RECEIVED

MAY 21 2003

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

May 20, 2003

Ms. Bonnie Bjork
Analyst
Public Utilities Commission
Capitol Building, 1st floor
500 East Capitol Avenue
Pierre, SD 57501-5070

Re: X2Comm, Inc. d/b/a DC Communications' Application for a Certificate to Provide Interexchange Service in The State of South Dakota

Dear Ms. Bjork:

The Company agrees to the restrictions listed in your letter dated May 19, 2003. We have enclosed the revised tariff with the required changes. X2Comm, Inc. does not offer prepaid calling cards; also the Company does not require customer deposits, therefore there was no need to change anything in the tariff with respect to those two items. We changed the tariff wording also to not require advance deposits.

Also enclosed is required information on the technical, financial and management capabilities of the company.

Please acknowledge receipt of this filing by date stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope, which was provided for this purpose.

Please call me at 908-806-7096 if you have any questions regarding this matter.

Sincerely,

Tina Tecce
Director, Regulatory Affairs
X2Comm, Inc.

RECEIVED

MAY 21 2003

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

X2COMM, INC. STATEMENT OF FINANCIAL CAPABILITY

The company is well capitalized from its issuance of common stock in 2001. The company raised \$700,000.00 through equity and debt financing and will be cash flow positive before any more funds are needed to operate. The company has made all the capital investments that it needs to make in order to provide services. The company is now focusing on acquiring customers, and projects that its operating margins should be in the range of 35-40%. The principal shareholders have been involved in the telecommunications industry for over 25 years, and have taken a company public during this time frame. The company has access to additional funds if necessary but believes that it will not be needed due to its low overhead and slow marketing growth.

X2Comm, Inc.
Executive Summary

Emanuel DeMaio – President - Mr. De Maio has well over 25 years of network operations experience in the telecommunications field. His most recent position was Chief Network Engineer for a competitive local exchange carrier, ATG, located in Mercer County, New Jersey. His role was to implement and build a local network in order for ATG to compete against the major Bell Operating Companies. Prior to joining ATG, Mr. DeMaio was Chief Operating Officer for Talk.com., a publicly traded company, from 1993 to 1999. Mr. DeMaio has held various management positions within AT&T prior to joining Talk.com, Inc.

Mr. Mark Pavol – Secretary/Treasurer - Mr. Pavol has well over 12 years of financial and operational experience with emphasis in business development. His most recent position was Assistant Controller for Talk.com, Inc. He was responsible for all of the company's accounting functions and contract negotiations. Prior to joining Talk.com, Inc., Mr. Pavol was Regional Accounting Director for Citigroup, based in New York.

COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SOUTH DAKOTA

X2Comm, Inc.

d/b/a DC Communications

This tariff is filed in accordance with the South Dakota Public Utilities Commission. All services contained in this tariff are competitive.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for interexchange telecommunications services provided by X2Comm, Inc. within the State of South Dakota. This tariff is on file with the South Dakota Public Utilities Commission. Copies may be inspected during normal business hours at the Company's principal place of business.

Issued:

Effective:

Issued By:

Mark Pavol, Secretary/Treasurer
270 South Main Street
Flemington, NJ 08822

COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

CHECK SHEET

All sheets of this tariff are effective as of the date shown at the bottom on 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 of the bottom of this page.

SHEET	REVISION
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
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original
24	Original
25	Original
26	Original
27	Original

* - indicates those sheets included with this filing.

Issued:

Effective:

Issued By:

Mark Pavol, Secretary/Treasurer
270 South Main Street
Flemington, NJ 08822

COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

TABLE OF CONTENTS

Title Page1

Check Sheet2

Table of Contents.....3

Symbols.....4

Tariff Format.....4

SECTION 1 -Technical Terms and Abbreviations6

SECTION 2 -Rules and Regulations8

SECTION 3 -Description of Service19

SECTION 4 -Rates.....23

SECTION5 -Promotional Offerings.....27

Issued:

Effective:

Issued By:

Mark Pavol, Secretary/Treasurer
270 South Main Street
Flemington, NJ 08822

COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SYMBOLS

The following symbols are used for the purposes indicated below:

- C - Changed Regulation.
- D - Delete or discontinue.
- I - Increase to a rate.
- M - Moved from another tariff location.
- N - New.
- R - Reduction to a rate.
- T - Change in text but no change in rate or regulation.

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 South Dakota Public Utilities Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the South Dakota Public Utilities Commission follows in its tariff approval process, the most current sheet number on file with the Commission is not always the tariff in effect. Consult the Check Sheet for the sheet currently in effect.

Issued:

Effective:

Issued By:

Mark Pavol, Secretary/Treasurer
270 South Main Street
Flemington, NJ 08822

COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

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 South Dakota Public Utilities 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. remain 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 South Dakota Public Utilities Commission.

Issued:

Effective:

Issued By:

Mark Pavol, Secretary/Treasurer
270 South Main Street
Flemington, NJ 08822

COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 1 -TECHNICAL TERMS AND ABBREVIATIONS

Access Line -An arrangement which connects the customer's location to a X2Comm, Inc. switching center or point of presence.

Account Codes -Optional, customer defined digits that allow the customer to identify the individual user, department, or client associated with a call.

Authorized User -A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Carrier's service.

Call -A completed connection established between a calling station and one or more called stations.

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

Company or Carrier -X2Comm, Inc. d/b/a DC Communications , unless otherwise clearly indicated by the context.

Holidays -The Company observes the following holidays for specific products: New Years Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

LEC -Local Exchange Company.

Issued:

Effective:

Issued By:

Mark Pavol, Secretary/Treasurer
270 South Main Street
Flemington, NJ 08822

COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 1 -TECHNICAL TERMS AND ABBREVIATIONS, CON'T.

Special Access Origination -Where originating access between the customer and the interexchange carrier is provided on dedicated circuits. The cost of these dedicated circuits is billed by the access provider directly to the end user.

Switched Access Origination -Where originating access between the customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

V & H Coordinates -Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purpose of rating calls.

X2Comm, Inc. - Used throughout this tariff to mean X2Comm, Inc. d/b/a DC Communications unless clearly indicated otherwise by the text.

Issued:

Effective:

Issued By:

Mark Pavol, Secretary/Treasurer
270 South Main Street
Flemington, NJ 08822

COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 -RULES AND REGULATIONS

2.1 Undertaking of X2Comm, Inc.

X2Comm, Inc.'s services and facilities are furnished for communications originating at specified points within the State of South Dakota under terms of this tariff.

X2Comm, Inc. undertakes to provide the services offered in this tariff in accordance with the terms and conditions set forth under this tariff. X2Comm, Inc. 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 X2Comm, Inc.. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

2.2 Limitations

- 2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2 X2Comm, Inc. reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

Issued:

Effective:

Issued By:

Mark Pavol, Secretary/Treasurer
270 South Main Street
Flemington, NJ 08822

COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 -RULES AND REGULATIONS, CON'T.

2.2 Limitations, con't.

2.2.4 All facilities provided under this tariff are directly controlled by X2Comm, Inc. and the Customer may not transfer or assign the use of service or facilities without 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.

2.2.5 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 transferees, as well as all conditions of service.

2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

2.4 Liabilities of the Company

2.4.1 X2Comm, Inc.'s liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.

2.4.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage) , for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

Issued:

Effective:

Issued By:

Mark Pavol, Secretary/Treasurer
270 South Main Street
Flemington, NJ 08822

COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 -RULES AND REGULATIONS, CON'T.

2.4 Liabilities of Company, con't.

2.4.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, tradename, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.

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

2.4.5 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.

Issued:

Effective:

Issued By:

Mark Pavol, Secretary/Treasurer
270 South Main Street
Flemington, NJ 08822

COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 -RULES AND REGULATIONS, CON'T.

2.5 Deposits

The Company does not require a deposit from the Customer.

2.6 Advance Payments

The Company does not require advance payments.

2.7 Taxes and Fees

2.7.1 All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff.

2.7.2 To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.

2.7.3 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs.

Issued:

Effective:

Issued By:

Mark Pavol, Secretary/Treasurer
270 South Main Street
Flemington, NJ 08822

COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 -RULES AND REGULATIONS, CON'T.

2.7 Taxed and Fees, Cont'd.

2.7.3 Cont'd.

A. Public Pay Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. The Public Pay Telephone Surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Issued:

Effective:

Issued By:

Mark Pavol, Secretary/Treasurer
270 South Main Street
Flemington, NJ 08822

COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 -RULES AND REGULATIONS, CON'T.

2.7 Taxes and Fees, Cont'd.

2.7.3 Cont'd.

A. Public Pay Telephone Surcharge, cont'd.

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Rate per Call, maximum	\$0.35
------------------------	--------

Issued:

Effective:

Issued By:

Mark Pavol, Secretary/Treasurer
270 South Main Street
Flemington, NJ 08822

COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 -RULES AND REGULATIONS, CON'T.

2.8 Terminal Equipment

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a PBX, key system, or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

Issued:

Effective:

Issued By:

Mark Pavol, Secretary/Treasurer
270 South Main Street
Flemington NJ 08822

COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 -RULES AND REGULATIONS, CON'T.

2.9 Installation

Service is installed upon mutual agreement between the Customer and the Company.

2.10 Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by X2Comm, Inc.. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Terms of payment shall be according to the rules and regulations of the billing agent and subject to the rules of regulatory agencies, such as the South Dakota Public Utilities Commission. Any objections to billed charges must be reported to the Company or its billing agent. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

The Company's bills are due upon receipt. Amounts not paid within 30 days from the due date of the invoice will be considered past due. A late fee of 1.5% per month (or the maximum amount allowed by law, whichever is lower) may apply to any unpaid and past due balance. The late fee may be charged by the Company directly or by the Company's billing service provider. If a Customer presents an undue risk of nonpayment at any time, the Company may require that Customer to pay its bills within a specified number of days and to make such payments in cash or the equivalent of cash.

2.11 Cancellation by Customer

Customer may cancel service by providing oral or written notice to the Company.

2.12 Interconnection

Service furnished by X2Comm, Inc. may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates, and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with X2Comm, Inc.'s service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

Issued:

Effective:

Issued By:

Mark Pavol, Secretary/Treasurer
270 South Main Street
Flemington, NJ 08822

COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 -RULES AND REGULATIONS, CON'T.

2.13 Refusal or Discontinuance by Company

X2Comm, Inc. may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer will be given 15 days notice to comply with any rule or remedy any deficiency:

- (a) For non-compliance with or violation of any State, municipal, or Federal law, ordinance, or regulation pertaining to telephone service.
- (b) For the use of telephone service for any other property or purpose other than that described in the application.
- (c) For neglect or refusal to provide reasonable access to the X2Comm, Inc. or its agents for the purpose of inspection and maintenance of equipment owned by X2Comm, Inc. or its agents.
- (d) For noncompliance with or violation of Commission regulations or X2Comm, Inc.'s rules and regulations on file with the Commission, provided five (5) days' written notice is given before termination.
- (e) For nonpayment of bills for regulated services, provided that suspension or termination of service shall not be made without five (5) days written notice to the Customer, except in extreme cases.
- (f) Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect X2Comm, Inc.'s equipment or service to others.
- (g) Without notice in the event of tampering with the equipment or services owned by X2Comm, Inc. or its agents.

Issued:

Effective:

Issued By:

Mark Pavol, Secretary/Treasurer
270 South Main Street
Flemington, NJ 08822

COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 -RULES AND REGULATIONS, CON'T.

2.13 Refusal or Discontinuance by Company, (con't)

- (h) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, X2Comm, Inc. may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- (i) Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits carrier from furnishing such services.
- (j) For periods of inactivity over sixty (60) days.

2.14 Interruption of Service

Credit allowances for interruptions of service which are not due to the Carrier's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify carrier immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Carrier's terminal. Interruptions caused by Customer-provided or Carrier-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the customer has the option of using the long distance network via local exchange company access.

Issued:

Effective:

Issued By:

Mark Pavol, Secretary/Treasurer
270 South Main Street
Flemington, NJ 08822

COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 -RULES AND REGULATIONS, CON'T.

2.15 Inspection, Testing, and Adjustment

Upon reasonable notice, the facilities provided by the Carrier shall be made available to the Carrier for tests and adjustments as may be deemed necessary by the Carrier for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.16 Tests, Pilots, Promotional Campaigns and Contests

The Carrier may conduct special tests or pilot programs and promotions after approval by the South Dakota Public Utilities Commission to demonstrate the ease of use, quality of service and to promote the sale of its services. The Carrier may also waive a portion of all processing fees or installation fees for winner of contests and other occasional promotional events sponsored or endorsed by the Carrier. From time to time the Company may waive all processing fees for a Customer.

2.17 Reservation of Toll Free Numbers

The Company will make every effort to reserve Toll Free (i.e."800/888") vanity numbers for customers, but makes no guarantee or warranty that the requested number(s) will be available.

2.18 Portability of Toll Free Numbers

The Company will participate in porting Toll Free (i.e."800/888") numbers only if the account balance is zero and all charges incurred as a result of the Toll Free number have been paid.

Issued:

Effective:

Issued By:

Mark Pavol, Secretary/Treasurer
270 South Main Street
Flemington, NJ 08822

COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 3 - DESCRIPTION OF SERVICE

3.1 Timing of Calls

- 3.1.1 Long distance usage charges are based on the actual usage of X2Comm, Inc.'s network. Chargeable time begins when a connection is established between the calling station and the called station. Chargeable time ends when either party "hangs up" thereby releasing the network connection.
- 3.1.2 Minimum call duration is specified for each product in Sections 3.3 to 3.6 of this tariff.
- 3.1.3 Unless otherwise specified in this tariff, after the initial minimum period usage is beyond the minimum call duration is measured and rounded to the next higher six second increment for billing purposes. The initial minimum period for each product is specified in Sections 3.3 to 3.6 of this tariff.

Issued:

Effective:

Issued By:

Mark Pavol, Secretary/Treasurer
270 South Main Street
Flemington, NJ 08822

COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 3 -DESCRIPTION OF SERVICE, CON'T.

3.2 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between the serving wire center locations associated with the originating and terminating points of the call.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the serving wire centers as defined by BellCore (Bell Communications Research), in the following manner:

Step 1 -Obtain the "V" and "H" coordinates for the serving wire center of the Customer's switch and the destination point.

Step 2 -Obtain the difference between the "V" coordinates of each of the serving wire centers. Obtain the difference between the "H" coordinates.

Step 3 Square the differences obtained in Step 2.

Step 4 Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5 -Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6 -Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating serving wire centers of the call.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

Issued:

Effective:

Issued By:

Mark Pavol, Secretary/Treasurer
270 South Main Street
Flemington, NJ 08822

COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 3 -DESCRIPTION OF SERVICE, CON'T.

3.3 Residential Long Distance Plan (Applies to Switched and Dedicated Services)

This Residential long distance service applies to residential customers who access X2Comm, Inc. via local exchange company provided switched access line or a dedicated access line. Each call is billed in one-minute increments. The minimum call duration for billing purposes is one minute. No monthly recurring charge applies if the customer elects to receive their invoice via E-mail with the electronic payment option. Monthly recurring charges will apply if the customer elects any other option, as listed in Section 4. Monthly recurring charges apply to toll-free calling service

3.4 Business Long Distance Plan (Applies to Switched and Dedicated Services)

This Business long distance service applies to business customers who access X2Comm, Inc. via local exchange company provided switched access line or a dedicated access line. The minimum call duration for billing purposes is thirty (30) seconds. Call timing is rounded up to the nearest six (6) second increment after the initial 30 seconds. No monthly recurring charge applies if the customer elects to receive their invoice via E-mail with the electronic payment option. Monthly recurring charges will apply if the customer elects any other option, in Section 4. Monthly recurring charges apply to toll-free calling service unless the Customer also subscribes to X2Comm, Inc. 1+ Business Long Distance Plan.

Issued:

Effective:

Issued By:

Mark Pavol, Secretary/Treasurer
270 South Main Street
Flemington, NJ 08822

COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 3 -DESCRIPTION OF SERVICE, CON'T.

3.5 Switched Inbound Service

Switched Toll-Free Service provides an in-bound calling service to the Company's Customers. The Company's Customer is billed for each toll-free (i.e., 800/888) call, rather than the call originator. Calls terminate to the X2Comm, Inc. Customer via switched access lines. For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of thirty (30) seconds for Business Customers, for Residential Customers, call timing is rounded up to the nearest full minute after the initial minimum period of one minute.

3.6 Dedicated Inbound Service

Dedicated Toll-Free Service provides an in-bound customer provided calling service to the Company's Customers. The Company's Customer is billed for each toll-free (i.e., 800/888) call, rather than the call originator. Calls terminate to the X2Comm, Inc. Customer via customer-provided dedicated access lines. . For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of thirty (30) seconds for Business Customers, for Residential Customers, call timing is rounded up to the nearest full minute after the initial minimum period of one minute.

3.7 Directory Assistance

A Directory Assistance charge applies per intrastate directory assistance calls made from points within the State of South Dakota. The customer may make two (2) requests for a telephone number per call. The Directory Assistance Charge applies regardless of whether the operator is able to supply the requested number. Discounts are not applicable to Directory Assistance Charges. Directory Assistance Charges are not included in usage commitments or computed in any discount calculations.

Issued:

Effective:

Issued By:

Mark Pavol, Secretary/Treasurer
270 South Main Street
Flemington, NJ 08822

COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 4 -RATES

4.1 General

Each Customer is charged individually for each call placed through the carrier. Charges are computed on an airline mileage basis as described in Section 3.2 of this tariff.

Rates vary by mileage band, time of day, call duration and by originating and terminating access type.

Customers are billed based on their use of X2Comm, Inc's long distance service.

Issued:

Effective:

Issued By:

Mark Pavol, Secretary/Treasurer
270 South Main Street
Flemington, NJ 08822

COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 4 -RATES, CON'T.

4.2 Residential Long Distance Plan (Applies to Switched and Dedicated Services)

Residential Long Distance Plan Rate

Residential 1+ Usage Rates	<u>InterLATA</u>	<u>IntraLATA</u>
Switched Per Minute Rate:	\$0.179	\$0.179
Dedicated Per Minute Rate:	\$0.115	\$0.115

No monthly recurring charge applies if the customer elects to receive their invoice via E-mail with the electronic payment option.

1+ Billing Option Descriptions With Monthly Recurring Charges

Online Call Detail 1: Paper remittance with summary and call detail online.

Online Call Detail 2: Summary invoice and paper remittance with call detail online.

Paper Invoice: Paper invoice with call detail, no call detail online.

Monthly Recurring Charges

Online Call Detail 1: \$1.00
Online Call Detail 2: \$1.50
Paper Invoice: \$2.00

Switched Toll-Free Usage Rates

	<u>InterLATA</u>	<u>IntraLATA</u>
Per Minute Rate:	\$0.179	\$0.179
Monthly Recurring Charge: \$8.95		

Dedicated Toll-Free Usage Rates

	<u>InterLATA</u>	<u>IntraLATA</u>
Per Minute Rate:	\$0.115	\$0.115
Monthly Recurring Charge \$8.95		

Issued:

Effective:

Issued By:

Mark Pavol, Secretary/Treasurer
270 South Main Street
Flemington, NJ 08822

COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 4 -RATES, CON'T.

4.3 Business Long Distance Plan (Applies to Switched and Dedicated Services)

Business Long Distance Plan Rates

Business Usage Rates	<u>InterLATA</u>	<u>IntraLATA</u>
Switched Business Plan Per Minute Rate:	\$0.179	\$0.179
Dedicated Business Plan Per Minute Rate:	\$0.115	\$0.115

No monthly recurring charge applies if the customer elects to receive their invoice via E-mail with the electronic payment option.

1+ Billing Option Descriptions With Monthly Recurring Charges

Online Call Detail 1: Paper remittance with summary and call detail online.

Online Call Detail 2: Summary invoice and paper remittance with call detail online.

Paper Invoice: Paper invoice with call detail, no call detail online.

Monthly Recurring Charges

Online Call Detail 1: \$1.00
Online Call Detail 2: \$1.50
Paper Invoice: \$2.00

Switched Toll-Free Usage Rates

	<u>IntraLATA</u>	<u>InterLATA</u>
Per Minute Rate:	\$0.179	\$0.179
Monthly Recurring Charge: \$5.00*		

Dedicated Toll-Free Usage Rates

	<u>IntraLATA</u>	<u>InterLATA</u>
Per Minute Rate:	\$0.115	\$0.115
Monthly Recurring Charge \$5.00*		

*Monthly fee is waived when the customer is also presubscribed to X2Comm, Inc.'s Business 1+ plan

Issued:

Effective:

Issued By:

Mark Pavol, Secretary/Treasurer
270 South Main Street
Flemington, NJ 08822

COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 4 -RATES, CON'T.

4.4 Switched Inbound Service

Switched Inbound Rates

Rate Per Minute

\$0.179

4.5 Dedicated Inbound Service

Dedicated Inbound Rates

Rate Per Minute

\$0.115

4.6 Other Charges

Directory Assistance:

\$0.95

Issued:

Effective:

Issued By:

Mark Pavol, Secretary/Treasurer
270 South Main Street
Flemington, NJ 08822

COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 5 -PROMOTIONAL OFFERINGS

5.1 Promotional Offerings

The Company may from time to time engage in Promotional Offerings limited to certain dates, times or locations designed to attract new subscribers or increase subscriber usage. In all such cases, the rates charged will not exceed those specified in Section 4 of this Tariff. Such offerings will be filed with the Commission.

Issued:

Effective:

Issued By:

Mark Pavol, Secretary/Treasurer
270 South Main Street
Flemington, NJ 08822

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE APPLICATION OF)	ORDER GRANTING
X2COMM, INC. D/B/A DC COMMUNICATIONS)	CERTIFICATE OF
FOR A CERTIFICATE OF AUTHORITY TO)	AUTHORITY
PROVIDE INTEREXCHANGE)	
TELECOMMUNICATIONS SERVICES IN)	TC03-084
SOUTH DAKOTA)	

On May 9, 2003, the Public Utilities Commission (Commission), in accordance with SDCL 49-31-3 and ARSD 20:10:24:02, received an application for a certificate of authority from X2Comm, Inc. d/b/a DC Communications (DC Communications).

DC Communications proposes to offer inbound and outbound long distance services to both residential and business customers. A proposed tariff was filed by DC Communications. The Commission has classified long distance service as fully competitive.

On May 15, 2003, the Commission electronically transmitted notice of the filing and the intervention deadline of May 30, 2003, to interested individuals and entities. No petitions to intervene or comments were filed and at its June 3, 2003, meeting, the Commission considered DC Communications' request for a certificate of authority. Commission Staff recommended granting a certificate of authority, subject to the condition that DC Communications not offer a prepaid calling card or require or accept deposits or advance payments without prior approval of the Commission.

The Commission finds that it has jurisdiction over this matter pursuant to SDCL Chapter 49-31, specifically 49-31-3 and ARSD 20:10:24:02 and 20:10:24:03. The Commission finds that DC Communications has met the legal requirements established for the granting of a certificate of authority. DC Communications has, in accordance with SDCL 49-31-3, demonstrated sufficient technical, financial and managerial capabilities to offer telecommunications services in South Dakota. The Commission approves DC Communications' application for a certificate of authority, subject to the condition that DC Communications not offer a prepaid calling card or require or accept deposits or advance payments without prior approval of the Commission. As the Commission's final decision in this matter, it is therefore

ORDERED, that DC Communications' application for a certificate of authority to provide interexchange telecommunications services is hereby granted, effective July 8, 2003, subject to the condition that DC Communications not offer a prepaid calling card or require or accept deposits or advance payments without prior approval of the Commission. It is

FURTHER ORDERED, that DC Communications shall file informational copies of tariff changes with the Commission as the changes occur.

Dated at Pierre, South Dakota, this 10th day of June, 2003.

CERTIFICATE OF SERVICE
The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by first class mail, in properly addressed envelopes, with charges prepaid thereon.
By: <u>Alaine Kalbo</u>
Date: <u>6/11/03</u>
(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

Robert K. Sahr
ROBERT K. SAHR, Chairman *sk*

Gary Hanson
GARY HANSON, Commissioner

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

CERTIFICATE OF AUTHORITY

To Conduct Business As A Telecommunications Company
Within The State of South Dakota

Authority was Granted effective July 8, 2003
Docket No. TC03-084

This is to certify that

X2COMM, INC. D/B/A DC COMMUNICATIONS

is authorized to provide interexchange telecommunications services in South Dakota, subject to the condition that it not offer a prepaid calling card or require or accept deposits or advance payments without prior approval of the Commission.

This certificate is issued in accordance with SDCL 49-31-3 and ARSD 20:10:24:02, and is subject to all of the conditions and limitations contained in the rules and statutes governing its conduct of offering telecommunications services.

Dated at Pierre, South Dakota, this 10th day of June, 2003.



**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION:**

Robert K. Sahr

ROBERT K. SAHR, Chairman *dk*

Gary Hanson

GARY HANSON, Commissioner