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October 7, 2022 Via Overnight Delivery

RECEIVED

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PUBLIC SERVICE

Ms. Talina Matthews, Executive Director Kentucky Public Service Commission 211 Sower Boulevard Frankfort, KY 40601

# RE: X2Comm, Inc. d/b/a DC Communications Notice of Cancellation of Authority to Provide Interexchange Long Distance Services

Dear Ms. Matthews:

Please accept this letter submitted on behalf of X2Comm, Inc. d/b/a DC Communications ("X2Comm") as notice that X2Comm is requesting the Commission to cancel its authority to provide long distance services as granted in Filing T62-1421, effective October 15, 2022.

This request is being made in follow up to a Customer Transfer Transaction between X2Comm and Legent Comm of which Notice was submitted to the Commission on October 4, 2022. A copy of this notice is included as **Exhibit A**.

The transfer of all X2Comm's customers to Legent Comm has been completed and X2Comm has no remaining customers in the Commonwealth of Kentucky. As such, X2Comm will cease to exist as a provider of interexchange long distance services and is requesting the Commission to relinquish its authority as granted in Filing T62-1421.

Please acknowledge receipt of this filing. Any questions you may have regarding this filing should be directed to my attention at 407-740-3011 or via email to iris.mennens@inteserra.com. Thank you for your assistance in this matter.

Sincerely,

<u>/s/Sharon Thomas</u>

Sharon Thomas Consultant

tms: KYx2201

Enclosures ST/im



# INTEREXCHANGE TELECOMMUNICATIONS TARIFF OF KENTUCKY

# X2Comm, Inc.

d/b/a

**DC** Communications

This tariff is filed in accordance with the Kentucky 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. d/b/a DC Communications within the State of Kentucky. This tariff is on file with the Kentucky Public Service Commission. Copies may be inspected during normal business hours at the Company's principal place of business.

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Issued: December 5, 2002

Issued By:

Mark Pavol, Secretary/Treasurer 270 South Main Street Flemington, NJ 08822 Effective: December 6, 2002

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# **CHECK SHEET**

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

SHEET	REVISION	SHEET	REVISION
1	Original*	26	1 <sup>st</sup> *
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25.3	Original*		
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\*Included with this filing.

PURSUANT TO 807 KAR 5:011 SECTION 9 (1) and Enour 7 ha BY.

Effective: September 27, 2003

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# 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.

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# TARIFF FORMAT

A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

**B.** Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Kentucky Public Service Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Kentucky 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.

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 Kentucky 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 Kentucky Public Service Commission.

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# **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.

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# 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.

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

**Travel Card** - A proprietary calling card offered by the Company which enables the Customer to use the Company's service by dialing a Company-provided access number.

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.

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# **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 Kentucky 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.

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# 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

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# 2.4 Liabilities of Company, con't.

### 2.4.2 con't.

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.

- 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.

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### 2.4 Liabilities of Company, con't.

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. Acceptance by the Commission of the liability provisions contained in this tariff does not constitute its determination that the limitation of liability imposed by the company should be upheld in a court of law, but the recognition that, as it is the duty of the courts to adjudicate negligence claims and rights to recover damages therefor, so it is the duty of the courts to determine the validity of the exculpatory provisions of this tariff.

### 2.5 Deposits

The Company does not require a deposit from the Customer.

### 2.6 Advance Payments

The Company does not require any advance payments from the Customer.

### 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.

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# 2.7 Taxes and Fees, cont''d.

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.

# 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).

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### 2.7 Taxes and Fees, 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

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# 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.

### 2.9 Installation

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

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# 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 Kentucky 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 $3\sigma$  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 3 working days' notice in person, in writing or by telephone 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.

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### 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, provided that suspension or termination of service shall not be made without five (5) days written notice of intent to terminate service for nonpayment to the Customer, but not before twenty (20) after the mailing date of the original bill.
- (f) Without notice in the event of a dangerous condition exists or for fraudulent or illegal use of service.

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### 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.



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# 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 at its discretion 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. All special promotions will be filed with and approved by the Commission prior to implementation.

# 2.17 Reservation of Toll Free "800/888" Numbers

The Company will make every effort to reserve Toll Free "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 "800/888" Numbers

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

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# **SECTION 3 - DESCRIPTION OF SERVICE**

### 3.1 Timing of Calls

- 3.2.1 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.
- 3.2.2 Minimum call duration is specified for each product in Section 4 of this tariff.
- 3.2.3 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 Section 4 of this tariff.

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#### 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:



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# 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.

# 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 nearest six (6) second increment after the initial minimum period of one minute nearest six (6) second increment after the initial minimum period of eighteen (18) seconds.

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### 3.5.1 PLAN A

Plan A applies to new Business customers who access X2Comm, Inc. via local exchange company provided switched access. 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

### 3.5.2 PLAN B

Plan B applies to new Business customers that also sign up their residential service who access X2Comm, Inc. via local exchange company provided switched access. Each call is billed in oneminute 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

### 3.5.3 PLAN C

Plan C applies to new residential customers who access X2Comm, Inc. via local exchange company provided switched access. 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

### 3.5.4 Travel Card Service

Travel Card Service offers X2Comm, Inc. Customers the ability to place calls while away from the home or office using a special access code and personal identification number. Usage charges apply. All calls are billed the same increment as the formation of KENTUCKY DEFECTIVE

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# 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.

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# **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 3.4 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.

# 4.2 Contractual offerings

X2Comm, Inc. may negotiate with customers or prospective customers for the provision of any competitive telecommunications service and may offer or agree to provide such service on such terms and for such rates and charges as it deems reasonable. Special contracts will be filed with and approved by the Commission prior to implementation.

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

### 4.3 Residential Long Distance Plan

<b>Residential 1+ Usage Rates</b>	<u>InterLATA</u> <u>IntraLAT</u>	
Switched Per Minute Rate:	\$0.10	\$0.10
Dedicated Per Minute Rate:	\$0.07	\$0.07

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

Per Minute Rate: Monthly Recurring Charge: \$8.95

# **Dedicated Toll-Free Usage Rates**

Per Minute Rate: Monthly Recurring Charge \$8.95

\$0.07 \$0.07

Effective: December 6, 2002

InterLATA IntraLATA

**InterLATA** 

\$0.10

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**IntraLATA** 

\$0.10

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Issued By:

#### 4.4 **Business Long Distance Plan**

Business Usage Rates	InterLATA IntraLAT	
Switched Business Plan Per Minute Rate:	\$0.10	\$0.10
Dedicated Business Plan Per Minute Rate:	\$0.07	\$0.07

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:	\$0.10	\$0.10
Monthly Recurring Charge: \$5.00*		
<b>Dedicated Toll-Free Usage Rates</b>	THE SERVIC	
	IntraLAIA	InterLATA
Per Minute Rate:	\$0.07	\$0.07
Monthly Recurring Charge \$5.00*		
*Monthly fee is waived when the customer is also presubscribe	ed to X2Comm, Inc.'s Busin	ess 1+ plan

Monthly fee is waived when the customer is also presubscribed to X2Comm, Inc.'s Bus

Issued: December 5, 2002

Effective: December 6, 2002

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Issued By:

4.4.1	Plan A					
	Plan A 1+ Usage Rates	(N InterLATA IntraLATA				
	Switched Per Minute Rate:	\$0.079 \$0.079				
	No monthly recurring charge appl invoice via E-mail with the electro	lies if the customer elects to receive their onic payment option.				
	1+ Billing Option Descriptions V	With Monthly Recurring Charges				
	online.	ance with summary and call detail				
	Online Call Detail 2: Summary inv detail online.	voice and paper remittance with call				
	Paper Invoice: Paper invoice with	n call detail, no call detail online.				
	Monthly Recurring Charges	Monthly Recurring Charges				
	Online Call Detail 1:\$1.00Online Call Detail 2:\$1.50Paper Invoice:\$2.00					
	Switched Toll-Free Usage Rates	<u>InterLATA</u> <u>IntraLATA</u>				
	Per Minute Rate: Monthly Recurring Charge: \$5.0	\$0.079 \$0.079				
		PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE				
		SEP 2 7 2003				
		PURSUANT TO 807 KAR 5:011 SECTION 9 (1)				

BY Chance & Down

Effective: September 27, 2003

Issued: September 26, 2003

Issued By:

# 4.4.2 Plan B

(N)

Plan B Usage Rates	<u>InterLATA</u>	<u>IntraL</u>	<u>ATA</u>
Switched Per Minute Rate:	\$0.049	\$0.049	9
No monthly recurring charge a invoice via E-mail with the ele			to receive their
1+ Billing Option Descriptio	ns With Monthl	y Recurrin	ng Charges
Online Call Detail 1: Paper ren online.	nittance with sun	nmary and	call detail
Online Call Detail 2: Summar detail online.	y invoice and pap	er remittar	ice with call
Paper Invoice: Paper invoice	with call detail, n	o call detai	l online.
Monthly Recurring Charges	5		
Online Call Detail 1: \$1.00 Online Call Detail 2: \$1.50			
Paper Invoice: \$2.00			
Switched Toll-Free Usage Ra			T ( T ) T )
	<u>111</u>	<u>terlaia</u>	<u>IntraLATA</u>
Per Minute Rate: Monthly Recurring Charge: \$	\$5.00	\$0.049	\$0.049
	PUE	ILIC SERVICE OF KEN EFFEC	COMMISSION FUCKY TIVE
		SEP 2	7 2003
	PU	RSUANT TO	807 KAR 5:011 N 9 (1)

Issued: September 26, 2003

Issued By:

# 4.4.3 Plan C

4.3 Plan C			
	Plan C	<u>InterLATA</u>	<u>IntraLATA</u>
	Switched Per Minute Rate:	\$0.109	\$0.109
	No monthly recurring charge appl invoice via E-mail with the electro		
	1+ Billing Option Descriptions V	Vith Monthly R	ecurring Charges
	Online Call Detail 1: Paper remitta online.	ance with summa	ary and call detail
	Online Call Detail 2: Summary inv detail online.	voice and paper i	emittance with call
	Paper Invoice: Paper invoice with	call detail, no ca	all 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	Terdara	
		Inter	LATA IntraLATA
	Per Minute Rate: Monthly Recurring Charge: \$5.00	\$0.1 0	09 \$0.109
		PUBL	IC SERVICE COMMISSION OF KENTUCKY EFFECTIVE
			SEP 2 7 2003
		PU <b>R</b>	SUANT TO 807 KAR 5:011
		BY	Lango la Comu
sued: Septembe	er 26, 2003	Effecti	ve: September 27, 200

Issued By:

# 4.5 Switched Inbound Rates

Rate Per Minute \$0.10

### 4.6 Dedicated Inbound Rates

Rate Per Minute \$0.07

4.6	Travel Card Service	Rate Per Minute	(N)
		\$.15 per minute	(N)

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

SEP 2 7 2003

PURSUANT TO 807 KAR 5:011 SECTION 9 (1) Change U. C. Down Bγ EXECUTIVE DIRECTOR

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# 4.7 Other Charges

Directory Assistance: \$0.95 per call

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# **SECTION 5 - PROMOTIONAL OFFERINGS**

### 5.1 X2Comm, Inc. 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.

POBLIC SERVICE OUT MARKAN A OF KENTUCKY ACCENTING 学行 化马马纳 â?.

Effective: December 6, 2002

Issued: December 5, 2002

Issued By:

Account Number 001420

JAN 20, 2003

CURRENT CHAR PAST DUE AFTE		1, 2003		OTAL UNT DUE	35.02
000129	<u></u>			0	000035020014207
TECCE, TIN 2120 CANTE JAMISON,	BURY LANE		Tot Am	al ount Enclosed	
PLEASE MAKE S	SURE REMITTANCE ADD	payable to DC COMMUN DRESS PRINTED ON REV Newark, NJ 07191-8796	CATIONS. ERSE SIDE SHOWS	S THROUGH THE R	ETURN WINDOW.
	FOR BEING A VALUE				Account Number 001420
UF DUC. FUR	1 -866 -330 -4322 .				JAN 20, 2003
Previous Bill	Payments	Adjustments	Past Due Amount	Current Charges	Total Amount Due
30.62	.00	30.62CR	.00	35.0	35.02
SUMMARY OF		HARGES			35.02
TOTAL CURRENT	CHARGES				35.02
				andstatu Státik OF K Sprit	NUM NUM MATLAN ENTRESS STOTISS
				6 1996 1996 Br 1997	

See reverse side for important information. For Customer Service, call 1-866-330-4322.

TECCE, TINA 2120 CANTEBURY LANE JAMISON, PA 18929

ore

♠

270 S. MAIN STREET, FLEMINGTON, NJ 08822

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# **DC** Communications

# For Customer Service, please call 866-330-4322.

Account Number

001420 - PG 2

JAN 20, 2003

<b>Date</b> 1/15/03	Description Trade Adjustment		Adjustments 30.62CR	Payments	
		Totals	30 .62CR		
Curre	nt Charges Long Dist	ance Service			
		Quantity	Minutes	Amount	
Switched	<b>; 1</b> +				
	Intrastate Usage Interstate Usage	35 2	288.0 20.0	25.92 .98	
	Total Switched 1+	37	308 .0	26 .90	
Switched	d 800/888				
	Interstate Usage	6	6.0	.29	
	Total Switched 800/888	6	6.0	.29	
ronth ly	Service				
	Monthly Billing Fee	1	2.00	2.00	
	Total Monthly Service			2 .00	
<b>Taxes</b>	Fe <b>der</b> al Tax State Tax			.96 1.93	
	Federal/Other Tax			2.94	
	Total Taxes			5 .83	
Total C	urrent Charges			35 .02	
				HIRLE STRATER COM	<sup>.</sup> .
				SF KERNUNG	
					)
				and the second second	

Account Number

001420 - PG 3

JAN 20, 2003

	CALL 0		TOLL USAGE		ΤΟΤΑΙ
	CALLS	MINUTES	USAGE	TAXES	TOTAL Charges
Switched 1+					
215-491-7303 215-491-7304	36 1	307.0 1.0	26.81 .09	5.35 .02	32.16
Sub TOTALS	37	308.0	26 .90	5 .37	.11 <b>32 .27</b>
Switched 800/888				0.07	52.21
866-254-8462	6	6.0	.29	.06	.35
Sub TOTALS	6	6.0	.29	.06	.35
TOTALS	43	314 .0	27 .19	5 .43	32 .62
ACHER SERVICE OCCURRENTS DE RENTROPHE FORESTROPHE					
2007 - C. 2007 Channel					
en ander son en ander Bereiten en ander son					
and the second sec					

# **DC** Communications

# For Customer Service, please call 866-330-4322.

Account Number 001420 - PG 4

JAN 20, 2003

DATE	TIME	CALLED LOC	ATION	*	PHONE NUMBER	MINUTES	AMOUNT
CALL	S FOR	215-491	-7303				i
2/19	8:40P	SOUDERTON	PA	1+	215-721-6798	39.0	3.5100
2/20 1	L1:19A	AMBLER	PA	1+	215-932-2665	1.0	.0900
	L1:20A	AMBLER	PA	1+	215-932-2265	1.0	.0900
	L1:21A	AMBLER	PA	1+	215-932-2265	1.0	. 0900
	11:22A	GREEN LANÉ	ΡΑ ΡΑ	1+ 1⊥	215-234-0616 215-932-2265	21.0	1.8900
2/20 J 2/20	L2:28P 5:00P	AMBLER AMBLER	PA PA	1+ 1+	215-932-2265	1.0 1.0	.0900
2/20	2:01P	SCHWENKSVL	PA	1+	610-287-1837	10.0	. 9000
2/22	6:06P	SCHWENKSVL		1+	610-287-1837	3.0	.2700
	10:59A	CENTER PT	ΡA	1+	610-222-3499	46.0	4.1400
2/23	6:43P	DUBLIN	ΡA	1+	215-249-1441	11.0	.9900
2/24	1:49P	SOUDERTON	РÁ	1+	215-799-2000	1.0	.0900
2/24	1:50P	SOUDERTON	PA	1+	215-723-9858	3.0	.2700
2/25	3:11P	SCHWENKSVL		1+	610-287-1837	1.0	.0900
2/26	8:52P	SOUDERTUN	PA PA	1+ 1-	215-721-6798	9.0	.8100
/27 /30	7:25P 5:05P	NEW HOPE SOUDERTON	PA	1+ 1+	215-862-2300 215-721-6798	7.0 19.0	.6300 1.7100
	12:05A	SCHWENKSVL		1+	610-287-1837	1.0	.0900
/03	8:53A	NEW HOPE	PA	<b>1</b> +	215-862-1513	6.0	.5400
/03	3:30P	NEW HOPE	PA	1+	215-862-1513	2.0	. 1800
/04	1:51P	SCHWENKSVL	ΡA	1+	610-287-1837	18.0	1.6200
/05	2:05P	DUBLIN	PA	1+	215-249-1441	50.0	4.5000
/07	1:24P	SOUDERTON	PA	1+	215-799-2000	2.0	.1800
/11	4:46P	SOUDERTON	PA	1+	215-721-6798	1.0	.0900
/11	7:08P	DUBLIN	PA DA	1+	215-249-1441	2.0	. 1800
/13 /13	9:35A 8:04P	NEW HOPE SCHWENKSVL	ΡΑ ΡΑ	1+ 1+	215-862-1513 610-287-1837	6.0 2.0	.5400 .1800
	8:04P 11:16A	SOUDERTON	PA	1+	215-721-6798	2.0	,7200
	L1:26A	SOUDERTON	PA	1+	215-721-6798	4.0	. 3600
	12:06P	SOUDERTON	PA	1+	215-721-6798	6.0	.5400
14	7:31P	SCHWENKSVL	PA	1+	610-287-1837	1.0	.0900
15	8:34P	DUBLIN	PA	1+	215-249-1441	1.0	. 0900
16	9:30A	DOVER	DE	1+	302-739-3073	12.0	.5880
	LO:01A	DOVER	DE	1+	302-739-3073	8.0	. 3920
(16	3:02P	SCHWENKSVL		1+	610-287-1837	1.0	. 0900
'16 Total	3:13P .S FOR	SCHWENKSVL 215-491	РА <b>-7303</b>	1+	610-287-1837	1.0 <b>307.0</b>	.0900 <b>26.81</b>
CALI	S FOR	215-491	-7304				
/03	1:24P	YARDLEY	РА РА	1+	215-321-9216	1.0	. 0900
	S FOR	215-491				1.0	.09
CALL	.S FOR	866-254	-8462				
/23	9:23A	AMITYVILLE	NY	800	631-842-4152	1.0	.0490
13 1	LO:56A	TAMPACNTRL	FL	800	813-234-0229	1.0	.0490
	10:57A	TAMPACNTRL	FL		813-234-0229	1.0	.0490
	LO:57A	TAMPACNTRL			813-234-0229	1.0	.0490
	9:47A	NORFOLK	VA		757-545-3605	1.0	.0490
	1:29P .S FOR	FLEMINGTON 866-254		800	908-806-4479	1.0 6.0	.0490 . <b>29</b>
	J FUR	000-204	0-+02			0.0	. 23

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