

Specialized Common Carrier Service

International Rates, Terms and Conditions

of

X2COMM, INC

also

doing business as

DC Communications

Service is provided by any means of wire, terrestrial communications systems, satellite, microwave, and other transmission systems, or any combination thereof.

This Contract includes the rates, charges, terms and conditions of service for the provision of international communications service by X2Comm, Inc. d/b/a DC Communications between certain locations in the United States and other countries. This contract may also include promotional offerings that apply to international offerings of X2Comm, Inc. d/b/a DC Communications. This contract documents X2Comm, Inc.'s standard business practices and offerings.

Effective: July 31, 2001

X2Comm, Inc. d/b/a DC Communications
270 South Main Street
Flemington, NJ 08822

CHECK SHEET

The pages of this contract, as listed below, are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original Contract that are in effect as of the date indicated.

<u>PAGE</u>	<u>REVISION</u>	<u>PAGE</u>	<u>REVISION</u>
Title	Original	30	Original
1	Original	31	Original
2	Original	32	Original
3	Original	33	Original
		34	Original
4	Original	35	Original
5	Original	36	Original
6	Original	37	Original
7	Original	38	Original
8	Original	39	Original
9	Original	40	Original
10	Original	41	Original
11	Original	42	Original
12	Original	43	Original
13	Original	44	Original
14	Original	45	Original
15	Original	46	Original
16	Original	47	Original
17	Original		
18	Original		
19	Original		
20	Original		
21	Original		
22	Original		
23	Original		
24	Original		
25	Original		
26	Original		
27	Original		
28	Original		
29	Original		

Effective: July 31, 2001

EXPLANATION OF SYMBOLS AND ABBREVIATIONS

SYMBOLS:

- (C) To signify changed regulation.
- (D) To signify discontinued rate or regulation.
- (I) To signify an increase.
- (M) To signify matter relocated without change.
- (N) To signify new rate or regulation.
- (R) To signify reduction.
- (S) To signify reissued matter.
- (T) To signify a change in text but no change in rate or regulation.
- (Z) To signify a correction.

ABBREVIATIONS:

- CNMI- The Commonwealth of the Northern Marianas Islands
- LEC- Local Exchange Company
- MTS- Measured Toll Service

Effective: July 31, 2001

TABLE OF CONTENTS

	<u>Page</u>
CHECK SHEET	1
EXPLANATION OF SYMBOLS	2
TABLE OF CONTENTS	3
APPLICABILITY	4
SECTION 1. DEFINITIONS	5
SECTION 2. TERMS AND CONDITIONS	12
SECTION 3. DESCRIPTION AND RATES.....	30
SECTION 4. SPECIAL PROMOTIONAL OFFERINGS	48

Effective: July 31, 2001

APPLICABILITY

This Contract contains the International Rates, Terms and Conditions applicable to the provision of International telecommunications services by X2Comm, Inc. d/b/a DC Communications, (hereinafter "the Company") between domestic points within the United States to International locations as specified herein.

Effective: July 31, 2001

X2Comm, Inc. d/b/a DC Communications
270 South Main Street
Flemington, NJ 08822

SECTION 1 - DEFINITIONS

For the purpose of this Contract, the following definitions will apply:

Access Coordination

Provides for the design, ordering, installation, coordination, pre-service testing, service turn-up and maintenance on a Company provided Local Access Channel.

Administrative Change

A change in Customer billing address or contact name.

Alternate Access

Alternate Access is a form of Local Access except that the provider of the Service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such Service. The charges for Alternate Access may be subject to private agreement rather than published or special Contract if permitted by applicable governmental rules.

ASR

A standard Company order form which includes all pertinent billing, technical and other descriptive information which will enable the Company to provide a communication Service as required.

Authorization Code

A numerical sequence which enables a Customer to access the carrier and which is used by the Company to identify the Customer for billing purposes.

Effective: July 31, 2001

SECTION 1 - DEFINITIONS (CONT'D)

Authorized User

A person, firm, corporation, or other entity that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

Bandwidth

The total frequency band, in hertz, allocated for a channel.

Bill Date

The date on which billing information is compiled and sent to the Customer.

Call

A completed connection between the Calling and Called Stations.

Called Station

The telephone number called.

Calling Station

The telephone number from which a Call originates.

Channel or Circuit

A dedicated communications path between two or more points having a bandwidth or Transmission Speed specified in this Contract and selected by a Customer.

Company

X2Comm, Inc. d/b/a DC Communications

Effective: July 31, 2001

X2Comm, Inc. d/b/a DC Communications
270 South Main Street
Flemington, NJ 08822

SECTION 1 - DEFINITIONS (CONT'D)

Customer

The person, firm, corporation or governmental unit which orders Service, either for its own use, as a resale carrier, or as a non-profit manager of a sharing group, and which is responsible for the payment of charges and for compliance with Company Contract regulations. The term Customer also includes an entity that remains presubscribed to the Company Service after its account(s) are removed from the Company's billing system, subsequently continues to use the Company's network, and is billed by a local exchange carrier for such use, or otherwise uses Service for which no other Customer is obligated to compensate Company.

Customer Premises/Customer's Premises

Locations designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of its resale customers.

Customer Provided Equipment

Telecommunications terminal equipment that is located at the Customer's residence or place of business.

Dedicated Access/Special Access

Dedicated Local Access between the Customer's Premises or serving wire center and the Company's Point-of-Presence for origination or termination of Calls.

DS-0

DS-0 means Digital Signal Level 0 Service and is a 64 Kbps signal.

DS-1

DS-1 means Digital Signal Level 1 Service and is a 1.544 Mbps signal.

Effective: July 31, 2001

SECTION 1 - DEFINITIONS (CONT'D)

Due Date

The Due Date is the date on which payment is due.

FCC

Federal Communications Commission.

Individual Case Basis (ICB)

Individual Case Basis (ICB) determinations involve situations where complex Customer-specific arrangements are required to satisfactorily serve the Customer. The nature of such Service requirements makes it difficult or impossible to establish general Contract provisions for such circumstances. When it becomes possible to determine specific terms and conditions for such offerings, they will be offered pursuant to such terms and conditions.

Installation

The connection of a Circuit, Dedicated Access line, or port for new, changed, or an additional service.

International Call

Any call that originates in the United States and any U.S. territories and terminates outside the United States and U.S. territories.

Interruption

Interruption shall mean a condition where by the service or a portion thereof is inoperative, beginning at the time of notice by the Customer to X2Comm, Inc that such service is inoperative and ending at the time of restoration.

Effective: July 31, 2001

SECTION 1 - DEFINITIONS (CONT'D)

Kbps

Kilobits per second.

Local Access

Local Access means the service between a Customer Premises and a X2Comm, Inc. designated Point-of-Presence.

Local Access Provider

Local Access provider means an entity providing Local Access.

Local Exchange Carrier (LEC)

The local telephone utility that provides local telephone local exchange and access services.

Mbps

Megabits per second.

Multiplexing

Multiplexing, or "muxing", is the sequential combining of lower bit rate Private Line Services onto a higher bit rate Private Line Service for more efficient facility capacity usage or vice versa.

Effective: July 31, 2001

SECTION 1 - DEFINITIONS (CONT'D)

NA

Not available.

N/C

No charge.

Nonrecurring Charges

Nonrecurring Charges are one-time charges.

Payment Method

The manner which the Customer designates as the means of billing charges for calls using the Company's services.

Point-of-Presence (POP)

A Company designated location where a facility is maintained for the purpose of providing access to its service.

Rate Center

A specified geographical location used for determining mileage measurements.

Restore

To make service operative following an interruption by repair, reassignment, re-routing, substitution of component parts, or otherwise, as determined by the carrier(s) involved.

Service

Service means any or all service(s) provided pursuant to this Contract.

Effective: July 31, 2001

SECTION 1 - DEFINITIONS (CONT'D)

Service Commitment Period

The term elected by the Customer and stated on the service order during which X2Comm, Inc. will provide the services subscribed to by the Customer.

Special Promotional Offerings

Special trial offering, discounts, or modifications of its regular service offerings which the Company may, from time to time, offer to its Customers for a particular service. Such offerings may be limited to certain dates, times, and locations.

Effective: July 31, 2001

X2Comm, Inc. d/b/a DC Communications
270 South Main Street
Flemington, NJ 08822

SECTION 2 - TERMS AND CONDITIONS

- 2.1 Description and Limitations of Service
- 2.1.1 Services provided pursuant to this contract may be utilized only for the transmission of communications by Customers consistent with the terms of this Contract, the rules and regulations of the FCC and the requirements of the Communications Act of 1934, as amended.
- 2.1.2 The Company may require a Customer to sign an application form and to establish credit worthiness as a condition precedent to the initial establishment of service. The application shall state the date on which service shall begin and the points between which service is to be provided, the type of facilities required, and any special arrangements related thereto.
- 2.1.3 Any member of the general public (including any natural person or legally organized entity such as a corporation, partnership, or governmental body) is entitled to obtain service under this Contract, provided that the Company reserves the right to deny service: (A) to any Customer that, in the Company's reasonable opinion, presents an undue risk of nonpayment and refuses to comply with the deposit requirements set forth in this Contract, (B) in circumstances in which the Company has reason to believe that the use of the service would violate the provisions of the Contract or any applicable law or regulation, or if any applicable law or regulation restricts or prohibits provision of the service, or (C) if insufficient facilities are available to provide the service.

Effective: July 31, 2001

SECTION 2 - TERMS AND CONDITIONS (CONT'D)

2.1 Description and Limitations of Service (cont'd)

2.1.4 Service is offered in selected equal access exchanges subject to the availability of facilities and the provisions of this Contract. The Company reserves the right to refuse to provide service to or from any location where it has not ordered access facilities, installed network interconnections or the necessary facilities and/or equipment are otherwise not available.

2.1.5 Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purposes of computing charges in this Contract, a month is considered to have 30 days.

2.2 Use of Service

2.2.1 The services offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. There are no restrictions on sharing or resale of services. However, the Customer remains liable for all obligations under this Contract notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company shall have no liability to any person or entity other than the Customer. The Customer shall not use nor permit others to use the service in a manner that could interfere with services provided to others, that could harm the facilities of the Company or others or that is consistent with any applicable law or regulation.

Effective: July 31, 2001

SECTION 2 - TERMS AND CONDITIONS (CONT'D)

2.3 Company Provided Equipment

- 2.3.1 The Customer agrees to operate any Company provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void the Company's liability for interruption of service and may make Customer responsible for damage to equipment.
- 2.3.2 Customer agrees to return to the Company all Company provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.
- 2.3.3 The Company reserves the right of entrance for its employees, agents or contractors to the premises of the subscriber, at any reasonable hour for the purpose of installing, inspecting, repairing, or upon termination of service removing the carrier's equipment. It shall be the responsibility of the Customer to make any necessary arrangements with the owners of the premises for the entrance of the Company's employees.

Effective: July 31, 2001

SECTION 2 - TERMS AND CONDITIONS (CONT'D)

2.4 Liability

- 2.4.1 Except as provided otherwise in this Contract, the Company shall not be liable to Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause of causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing services to restore service in compliance with the FCC's Rules and Regulations.
- 2.4.2 With respect to any claim or suit, the Company's liability, if any, shall not exceed an amount equal to the charge applicable under this contract to the period during which services were affected. For those services with monthly recurring charges, the Company's liability is limited to an amount equal to the proportionate monthly recurring charges for the period during which service was affected.
- 2.4.3 The Company is not liable for any act or omission of any other company or companies furnishing a portion of the service, facilities or equipment associated with such service.
- 2.4.4 The Customer is responsible for taking all necessary legal steps for interconnecting the Customer provided terminal equipment with the Company facilities. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

Effective: July 31, 2001

SECTION 2 - TERMS AND CONDITIONS (CONT'D)

2.4 Liability (cont'd)

- 2.4.5 All or a portion of the service may be provided over facilities of third parties, and the Company shall not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of defects caused by such third parties.
- 2.4.6 THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF ANY DEFECTS OR ANY OTHER CAUSE. THIS WARRANTY AND THESE REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 2.4.7 With respect to the routing of calls by the Company to public safety answering points or municipal emergency service providers, the Company's liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in routing the call, or (b) the sum of \$1,000.00.
- 2.4.8 In the event parties other than Customer (e.g., Customer's Customers) shall have use of the service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold the Company harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any defects.

Effective: July 31, 2001

SECTION 2 - TERMS AND CONDITIONS (CONT'D)

2.5 Payment Arrangements

- 2.5.1 The Customer is responsible for payment of all charges for services furnished to the Customer or its joint or authorized users. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer provided equipment by third parties, the Customer's employees, or the public.
- 2.5.2 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. Customers may be assessed a late fee on past due amounts in the maximum lawful rate under applicable state law but shall not exceed a one time late fee of 5% for such months billings. 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 o make such payments in cash or the equivalent of cash.
- 2.5.3 Customers who present an undue risk of nonpayment may be required to provide the Company with a security deposit, up to an amount equal to the applicable installation charges, if any, and/or up to one year's actual or estimated usage charges for the service to be provided. Such applicants or Customers may also be required, at any time, to provide other assurances of, or security for, the payment of the Company's charges for its services as the Company may deem necessary, including, without limitation, advance payments for service, third party guarantees of payment, pledges or other grants of security interests in the Customer's assets, and similar arrangements. The required deposit or other security may be increased or decreased by the Company as it deems appropriated in the light of changing conditions.

Effective: July 31, 2001

SECTION 2 - TERMS AND CONDITIONS (CONT'D)

2.5 Payment Arrangements (cont'd)

2.5.4 Disputes with respect to charges must be presented to the Company in writing within three months from the date the invoice is rendered or such invoice will be deemed to be correct and binding on the Customer.

2.5.5 In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

2.6 Discontinuance of Service

2.6.1 upon nonpayment of any sum owing to the Company, or upon a violation of any of the provisions governing the furnishing of service under this contract, the Company may, without incurring any liability, immediately discontinue the furnishing of such service. Customer shall be deemed to have canceled service as of the date of such disconnection and shall be liable for any cancellation charges set forth in the contract.

2.6.2 The Company reserves the right to discontinue furnishing services or billing options when necessitated by condition beyond its reasonable control.

2.6.3 Service may be discontinued by the Company, without notice to the Customer by blocking traffic to or from certain cities, or NXX exchanges, or by blocking calls using certain customer authorization codes such as calling card codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk.

Effective: July 31, 2001

SECTION 2 - TERMS AND CONDITIONS (CONT'D)

- 2.6 Discontinuance of Service (cont'd)
- 2.6.4 Without incurring any liability, the Company may discontinue the furnishing of service(s) to a Customer immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services.
- 2.6.5 The discontinuance of service by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.
- 2.6.6 The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.
- 2.6.7 Except as otherwise provided in the contract or as specified in writing by the party entitled to receive service, notices may be given orally or in writing to the persons whose names and business addresses appear on the executed service order.

Effective: July 31, 2001

SECTION 2 - TERMS AND CONDITIONS (CONT'D)

2.8 Method for Calculation of Airline Mileage

Usage charges for mileage sensitive services vary based on the type of service subscribed to by the Customer. For services utilizing switched access, mileage measurements for rate schedules are based on the distance in airline miles between rate centers associated with the originating and terminating stations. For services utilizing dedicated access, mileage measurements for rate schedules are based on the distance in airline miles between the X2Comm, Inc. network access point associated with the station utilizing Dedicated Access Origination/Termination and the rate center associated with the called/calling station.

The distance between the originating and terminating points is calculated by using the industry standard "V" and "H" coordinates of the serving wire centers in the following manner:

Step 1: Obtain the "V" and "H" coordinates for the serving wire center or network access point serving the Customer's location and the called/calling station.

Step 2: Obtain the difference between the "V" coordinates. 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.

Effective: July 31, 2001

SECTION 2 - TERMS AND CONDITIONS (CONT'D)

2.8 Method for Calculation of Airline Mileage (Cont'd)

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 locations of the call.

Formula: [Install Equation Editor and double click here to view equation.](#)

Effective: July 31, 2001

SECTION 2 - TERMS AND CONDITIONS (CONT'D)

Time of Day Rate Periods

There are varying schedules that are used to rate calls between stations in the U.S. Mainland and stations in other countries.

The time of day in which a call is measured is in two forms, PEAK and OFF-PEAK. Both PEAK and OFF-PEAK times are measured in 12-hour time frames which vary between countries.

Recognized National Holidays

The following are Company Recognized National Holidays determined at the location of the calling station.

New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4th (Independence Day), Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas.

The evening rate is used unless a lower rate normally would apply. When a call begins in one rate period and ends in another, the rate in effect in each rate period applies to the portion of the call occurring within that rate period. In the event that a minute is split between two rate periods, the rate in effect at the start of that minutes applies.

Effective: July 31, 2001

SECTION 2 - TERMS AND CONDITIONS (CONT'D)

2.11 Special Customer Arrangements

In cases where a Customer requests a special or unique arrangement which may include engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this contract, the Company, at this option, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

2.12 Other Terms and Conditions

- 2.12.1 The provision of service will not create a partnership or joint venture between the Company and the Customer nor result in joint service offerings to their respective customers.
- 2.12.2 A Customer shall not use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.
- 2.12.3 If an entity other than the Company (e.g., another carrier or a supplier) imposes charges on the Company in connection with a service, that entity's charges may at the Company's option be passed through to the Customer also.
- 2.12.4 In the event suit is brought or an attorney is retained by the Company to enforce the terms of this contract, the Company shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.

Effective: July 31, 2001

SECTION 2 - TERMS AND CONDITIONS (CONT'D)

2.12 Other Terms and Conditions (cont'd)

2.12.5 The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all time in full force and effect until modified in writing.

2.13 Taxes and Fees

2.13.1 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 contract.

2.13.2 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.

2.13.3 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. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), and compensation to pay telephone service providers for the use of their pay telephones to access the Company's service.

Effective: July 31, 2001

SECTION 2 - TERMS AND CONDITIONS (CONT'D)

2.13 Taxes and Fees (Cont'd.)

2.13.3 (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 contracted 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).

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.

Effective: July 31, 2001

SECTION 2 - TERMS AND CONDITIONS (CONT'D)

2.13 Taxes and Fees (Cont'd.)

2.13.3 (Cont'd.)

A. Public Pay Telephone Surcharge (Cont'd.)

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, \$0.35

B. Universal Connectivity Charge

Services provided pursuant to this contract are subject to an undiscountable monthly Universal Connectivity Charge, which is equal to 8.5% of the Customer's total net interstate and international charges, after application of all applicable discounts and credits. Subject to billing availability, this charge will be applied with respect to charges billed after January 25, 1998.

1. X2Comm, Inc. will waive the Universal Connectivity Charge with respect to specifically identified Company charges to the extent that the Customer demonstrates to X2Comm, Inc.'s reasonable satisfaction that:

(a) The Customer has filed a Universal Service Worksheet with the Universal Service Administrator covering the twelfth month prior to the month for which the Customer seeks the waiver (i.e., to be eligible for a waiver in February 1998, the Customer must have filed a Universal Service Worksheet with the Universal Service Administrator covering February 1997);

Effective: July 31, 2001

SECTION 2 - TERMS AND CONDITIONS (CONT'D)

2.13 Taxes and Fees (Cont'd.)

2.13.3 (Cont'd.)

B. Universal Connectivity Charge (Cont'd.)

1. (Cont'd.)

(b) The charges with respect to which the waiver is sought are for services purchased by Customer for resale; and

(c) The Customer will file a Universal Service Worksheet with the Universal Service Administrator in which the reported billed revenues will include all billed revenues associated with the Customer's resale of services purchased from X2Comm, Inc..

2. The Universal Connectivity Charge will not be waived with respect to:

(a) Charges for services purchased by Customer for its own use and an end user; or

(b) Charges for which the bill date is on, prior to, or within fifteen days after, the date on which the Customer applies for a waiver with respect to those charges.

Effective: July 31, 2001

SECTION 2 - TERMS AND CONDITIONS (CONT'D)

2.13 Taxes and Fees (Cont'd.)

2.13.3 (Cont'd.)

C. Texas Universal Service Fund (TUSF) Charge

Services provided in this contract are subject to an undiscountable monthly Texas Universal Service Fund (TUSF) Charge of 3.6% of the Customer's total net interstate and international charges for calls that both originate and are billed within the state of Texas, after application of all applicable discounts and credits. Subject to billing system availability, the TUSF will be applied to applicable charges billed on or after February 1, 1999.

D. Oregon Universal Service Charge

Services provided pursuant to this contract are subject to an undiscountable monthly Oregon Universal Service Charge. Based on billing availability, this Charge is applied to the Customer's total net interstate and international monthly recurring and usage-based charges for calls that both originate and are billed within the State of Oregon, after application of all applicable discounts and credits. Interstate and international charges are assessed this Charge under order by the Public Utility Commission of Oregon. For Customer invoices beginning September 1, 2000, the Oregon Universal Service Charge is 3.24% of the applicable charges.

Effective: July 31, 2001

E. Presubscribed Interexchange Carrier Charge (PICC)

For any telephone line, automatic number identification (ANI), terminal, extension, or equivalent for which the Company is designated by the Local Exchange Carrier, cellular service provider, personal communications service provider, or other similar entity to be a Customer's Primary Interexchange Carrier (PIC), the Company will assess the Customer a monthly recurring charge, called a Presubscribed Interexchange Carrier Charge (PICC), for each line or equivalent, that the Company is so designated. The aggregate of these PICCs will not be prorated for a partial month of service, are not subject to any discounting and do not contribute to any monthly minimums. The PICCs charged by the Company are as follows:

Monthly Recurring Charge

Per multi-line business line: \$4.75

(These charges apply in addition to the usage and other charges that to any service included in this contract)

F. Mobile Termination

An additional Mobile Termination charge applies to each international call which terminates to an international mobile telephone.

Charge per call terminating to an international mobile telephone: \$.085

Effective: July 31, 2001

SECTION 3 – SERVICE OFFERINGS

3.1 International Message Telecommunications Service (IMTS)

AT&T's FCC Contract No.'s 1, 27, and 10 (or its successor document as posted by AT&T) incorporated herein by reference (x) International Telecommunications Service ("ITS") is direct dial international service which is time and/or distance sensitive and which utilizes both switched access and/or dedicated access facilities on either the originating end of each call.

3.1.1 IMTS Rates

- A. Switched Access Rates apply to calls between two switch access facilities and are billed in an initial 18 second increment or fraction thereof and each additional six second increments or fraction thereof.
- B. Dedicated Access Rates apply to calls between a dedicated access facility and a switch access facility and are billed in an initial 18 second increment or or fraction thereof and each additional six second increments or fraction thereof.

Effective: July 31, 2001

SECTION 3 – SERVICE OFFERINGS (CONT'D)

3.2 International Residential Plan

The international long distance service applies to 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. Monthly recurring charges apply as explained in the X2Comm, Inc. domestic International Rates, Terms and Conditions.

3.2.1 International Residential Plan Rates

The per minute rate for long distance calls to the following countries follows:

County	<u>Rates</u> Dedicated	<u>Rates</u> Switched
Afghanistan	8.08	\$8.09
Albania	0.41	\$0.42
Algeria	0.38	\$0.40
American Samoa	0.33	\$0.34
Andorra	0.53	\$0.54
Angola	0.41	\$0.42
Anguilla	0.34	\$0.35
Antarctica (Casey)	0.89	\$0.90
Antarctica (Scott)	1.51	\$1.52
Antigua & Barbuda	0.28	\$0.29
Argentina	0.15	\$0.16
Armenia	0.54	\$0.55
Aruba	0.21	\$0.22
Ascension Island	1.79	\$1.80
Australia	0.06	\$0.07
Austria	0.08	\$0.09
Azerbaijan	0.34	\$0.35
Bahamas	0.17	\$0.18
Bahrain	0.31	\$0.32
Bangladesh	0.62	\$0.63

Effective: July 31, 2001

SECTION 3 – SERVICE OFFERINGS (CONT'D)

3.2 **International Residential Plan** (cont'd)

3.2.1 **International Residential Plan Rates (con't)**

<u>Rates</u> County	<u>Rates</u> Dedicated	Switched
Barbados	0.27	\$0.28
Belarus	0.45	\$0.46
Belgium	0.11	\$0.12
Belize	0.41	\$0.42
Benin	0.43	\$0.44
Bermuda	0.16	\$0.17
Bhutan	1.53	\$1.54
Bolivia	0.31	\$0.32
Bosnia & Herzegovina	0.26	\$0.27
Botswana	0.42	\$0.43
Brazil	0.17	\$0.18
British Virgin Islands	0.23	\$0.24
Brunei	0.24	\$0.25
Bulgaria	0.39	\$0.40
Burkina Faso	0.82	\$0.83
Burma (Myanmar)	3.62	\$3.63
Burundi	0.52	\$0.53
Cambodia	0.89	\$0.90
Cameroon	0.45	\$0.46
Canada	0.06	\$0.07
Cape Verde Islands	0.47	\$0.48
Cayman Islands	0.19	\$0.20
Central Africa	2.16	\$2.17
Chad Republic	3.25	\$3.26
Chile	0.09	\$0.10
China	0.56	\$0.30
Christmas & Cocos Islands	0.89	\$0.90
Colombia	0.15	\$0.16
Comoros	2.54	\$2.55
Congo Republic	1.13	\$1.14
Cook Islands	2.28	\$2.29

Effective: July 31, 2001

SECTION 3 – SERVICE OFFERINGS (CONT'D)

3.2 **International Residential Plan** (cont'd)

3.2.1 International Residential Plan Rates (con't)

County	Rates Dedicated	Rates Switched
Costa Rica	0.17	\$0.18
Croatia	0.33	\$0.34
Cuba	1.30	\$1.31
Cyprus	0.18	\$0.19
Czech Republic	0.22	\$0.23
Denmark	0.07	\$0.08
Diego Garcia	2.20	\$2.21
Djibouti Republic	1.36	\$1.37
Dominica	0.42	\$0.43
Dominican Republic	0.13	\$0.15
Ecuador	0.33	\$0.34
Egypt	0.44	\$0.45
El Salvador	0.28	\$0.29
Equatorial Guinea	0.93	\$0.94
Eritrea	0.97	\$0.98
Estonia	0.27	\$0.28
Ethiopia	1.06	\$1.07
Faeroe Island	0.56	\$0.57
Falkland Islands	2.04	\$2.05
Federated States of Micronesia	0.77	\$0.78
Fiji Islands	0.72	\$0.74
Finland	0.10	\$0.11
France	0.11	\$0.12
French Antilles	0.47	\$0.48
French Guiana	0.30	\$0.31
French Polynesia	1.12	\$1.13
Gabon Republic	0.29	\$0.30
Gambia	0.54	\$0.56
Georgia	0.38	\$0.40
Germany	0.09	\$0.10
Ghana	0.33	\$0.34

Effective: July 31, 2001

SECTION 3 – SERVICE OFFERINGS (CONT'D)

3.2 International Residential Plan (cont'd)

3.2.1 International Residential Plan Rates (con't)

County	<u>Rates</u> Dedicated	<u>Rates</u> Switched
Gibraltar	0.90	\$0.91
Greece	0.21	\$0.22
Greenland	0.83	\$0.84
Grenada	0.44	\$0.45
Guantanamo Bay	0.93	\$0.94
Guatemala	0.32	\$0.33
Guinea Bissau	2.00	\$2.01
Guinea Republic	0.56	\$0.57
Guyana	1.00	\$1.01
Haiti	0.57	\$0.58
Honduras	0.53	\$0.54
Hong Kong	0.07	\$0.08
Hungary	0.16	\$0.17
Iceland	0.10	\$0.11
India	0.64	\$0.50
Indonesia	0.22	\$0.23
Iran	0.57	\$0.58
Iraq	1.64	\$1.65
Ireland	0.07	\$0.08
Israel	0.14	\$0.15
Italy	0.11	\$0.12
Ivory Coast	0.66	\$0.67
Jamaica	0.33	\$0.34
Japan	0.11	\$0.12
Jordan	0.60	\$0.61
Kazakhstan	0.35	\$0.36
Kenya	0.91	\$0.93
Kiribati	2.22	\$2.23
Kuwait	0.29	\$0.30

Effective: July 31, 2001

SECTION 3 – SERVICE OFFERINGS (CONT'D)

3.2 International Residential Plan (cont'd)

3.2.1 International Residential Plan Rates (con't)

County	Rates	
	Dedicated	Switched
Kyrgyzstan	1.10	\$1.11
Laos	1.58	\$1.59
Latvia	0.34	\$0.35
Lebanon	0.36	\$0.37
Lesotho	0.48	\$0.49
Liberia	0.58	\$0.59
Libya	0.32	\$0.33
Liechtenstein	0.27	\$0.28
Lithuania	0.35	\$0.36
Luxembourg	0.08	\$0.09
Macao	0.29	\$0.30
Macedonia	0.42	\$0.43
Madagascar	2.53	\$2.54
Malawi	0.29	\$0.30
Malaysia	0.14	\$0.15
Maldives	2.04	\$2.05
Mali Republic	0.60	\$0.61
Malta	0.20	\$0.21
Marshall Island	0.62	\$0.64
Mauritania	0.53	\$0.54
Mauritius	0.48	\$0.49
Mayotte Island	0.82	\$0.83
Mexico Peak	0.20	\$0.21
Moldova	1.35	\$1.36
Monaco	0.16	\$0.17
Mongolia	0.80	\$0.81
Montserrat	0.63	\$0.64
Morocco	0.46	\$0.47
Mozambique	0.68	\$0.69

Effective: July 31, 2001

SECTION 3 – SERVICE OFFERINGS (CONT'D)

3.2 International Residential Plan (cont'd)

3.2.1 International Residential Plan Rates (con't)

County	<u>Rates</u> Dedicated	<u>Rates</u> Switched
Namibia	0.43	\$0.44
Nauru	1.29	\$1.30
Nepal	0.78	\$0.79
Netherlands	0.11	\$0.12
Netherlands Antilles	0.20	\$0.21
New Caledonia	0.62	\$0.63
New Zealand	0.09	\$0.10
Nicaragua	0.50	\$0.51
Niger Republic	0.60	\$0.61
Nigeria	0.60	\$0.61
Niue Islands	2.62	\$2.63
Norfolk Island	2.84	\$2.85
North Korea	2.43	\$2.44
Norway	0.07	\$0.08
Oman	0.41	\$0.42
Pakistan	0.64	\$0.65
Palau Republic	0.79	\$0.80
Panama	0.29	\$0.30
Papua New Guinea	0.54	\$0.55
Paraguay	0.36	\$0.37
Peru	0.30	\$0.31
Philippines	0.18	\$0.19
Poland	0.13	\$0.14
Portugal	0.11	\$0.12
Qatar	1.54	\$1.55
Reunion Island	0.72	\$0.73
Romania	0.37	\$0.38
Russia	0.40	\$0.30

Effective: July 31, 2001

SECTION 3 – SERVICE OFFERINGS (CONT'D)

3.2 **International Residential Plan** (cont'd)

3.2.1 International Residential Plan Rates (con't)

County	Rates Dedicated	Rates Switched
Rwanda	1.02	\$1.03
Saipan	0.39	\$0.40
San Marino	1.88	\$1.89
Sao Tome	2.00	\$2.01
Saudi Arabia	0.42	\$0.43
Senegal	0.60	\$0.61
Serbia {Yugoslavia}	0.35	\$0.36
Seychelles Island	0.43	\$0.44
Sierra Leone	0.63	\$0.65
Singapore	0.07	\$0.08
Slovakia	0.19	\$0.20
Slovenia	0.28	\$0.29
Solomon Island	1.88	\$1.89
Somalia	1.16	\$1.17
South Africa	0.20	\$0.21
South Korea	0.09	\$0.10
Spain	0.07	\$0.08
Sri Lanka	0.36	\$0.37
St Helena	1.73	\$1.74
St Kitts & Nevis	0.29	\$0.30
St Lucia	0.29	\$0.30
St Pierre & Miquelon	0.71	\$0.72
St Vincent & Grenadines	0.45	\$0.46
Sudan	0.81	\$0.82
Suriname	0.73	\$0.74
Swaziland	0.54	\$0.55
Sweden	0.07	\$0.08
Switzerland	0.09	\$0.10
Syria	0.57	\$0.58
Taiwan	0.11	\$0.12
Tajikistan	1.31	\$1.32
Tanzania	0.60	\$0.61

Effective: July 31, 2001

SECTION 3 – SERVICE OFFERINGS (CONT'D)

3.2 **International Residential Plan** (cont'd)

3.2.1 **International Residential Plan Rates (con't)**

County	<u>Rates</u> Dedicated	<u>Rates</u> Switched
Thailand	0.27	\$0.28
Togo	0.69	\$0.70
Tonga Islands	0.77	\$0.78
Trinidad & Tobago	0.29	\$0.30
Tunisia	0.41	\$0.42
Turkey	0.32	\$0.33
Turkmenistan	1.69	\$1.70
Turks & Caicos Islands	0.42	\$0.43
Tuvalu	2.76	\$2.77
Uganda	0.42	\$0.43
Ukraine	0.32	\$0.33
United Arab Emirates	0.29	\$0.30
United Kingdom	0.068	\$0.08
Uruguay	0.28	\$0.29
Uzbekistan	0.27	\$0.28
Vanuatu	3.24	\$3.25
Venezuela	0.27	\$0.28
Vietnam	1.04	\$1.05
Wake Island	1.42	\$1.43
Wallis Island	3.03	\$3.04
Western Samoa	0.56	\$0.57
Yemen Republic	0.98	\$0.99
Zaire	0.77	\$0.78
Zambia	0.26	\$0.27
Zimbabwe	0.18	\$0.19

Effective: July 31, 2001

SECTION 3 – SERVICE OFFERINGS (CONT'D)

3.3 International Business Plan

The international long distance service applies to business customers who access X2Comm, Inc. via local exchange company provided switched access. 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. Mexico is billed in one minute increments and the minimum call duration for calls to Mexico 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. Monthly recurring charges apply as explained in the X2Comm, Inc. domestic International Rates, Terms and Conditions.

3.3.1 International Business Plan Rates

The rate for long distance calls to the following countries follows:

County	<u>Rates</u> Dedicated	<u>Rates</u> Switched
Afghanistan	8.08	\$8.09
Albania	0.41	\$0.42
Algeria	0.38	\$0.40
American Samoa	0.33	\$0.34
Andorra	0.53	\$0.54
Angola	0.41	\$0.42
Anguilla	0.34	\$0.35
Antarctica (Casey)	0.89	\$0.90
Antarctica (Scott)	1.51	\$1.52
Antigua & Barbuda	0.28	\$0.29
Argentina	0.15	\$0.16
Armenia	0.54	\$0.55
Aruba	0.21	\$0.22
Ascension Island	1.79	\$1.80
Australia	0.06	\$0.07
Austria	0.08	\$0.09
Azerbaijan	0.34	\$0.35
Bahamas	0.17	\$0.18
Bahrain	0.31	\$0.32
Bangladesh	0.62	\$0.63

Effective: July 31, 2001

SECTION 3 – SERVICE OFFERINGS (CONT'D)

3.3 International Business Plan (cont'd)

3.3.1 International Business Plan Rates (con't)

County	<u>Rates</u> Dedicated	<u>Rates</u> Switched
Barbados	0.27	\$0.28
Belarus	0.45	\$0.46
Belgium	0.11	\$0.12
Belize	0.41	\$0.42
Benin	0.43	\$0.44
Bermuda	0.16	\$0.17
Bhutan	1.53	\$1.54
Bolivia	0.31	\$0.32
Bosnia & Herzegovina	0.26	\$0.27
Botswana	0.42	\$0.43
Brazil	0.17	\$0.18
British Virgin Islands	0.23	\$0.24
Brunei	0.24	\$0.25
Bulgaria	0.39	\$0.40
Burkina Faso	0.82	\$0.83
Burma (Myanmar)	3.62	\$3.63
Burundi	0.52	\$0.53
Cambodia	0.89	\$0.90
Cameroon	0.45	\$0.46
Canada	0.06	\$0.07
Cape Verde Islands	0.47	\$0.48
Cayman Islands	0.19	\$0.20
Central Africa	2.16	\$2.17
Chad Republic	3.25	\$3.26
Chile	0.09	\$0.10
China	0.56	\$0.30
Christmas & Cocos Islands	0.89	\$0.90
Colombia	0.15	\$0.16
Comoros	2.54	\$2.55
Congo Republic	1.13	\$1.14
Cook Islands	2.28	\$2.29

Effective: July 31, 2001

SECTION 3 – SERVICE OFFERINGS (CONT'D)

3.3 **International Business Plan** (cont'd)

3.3.1 International Business Plan Rates (con't)

County	<u>Rates</u> Dedicated	<u>Rates</u> Switched
--------	---------------------------	--------------------------

Effective: July 31, 2001

Costa Rica	0.17	\$0.18
Croatia	0.33	\$0.34
Cuba	1.30	\$1.31
Cyprus	0.18	\$0.19
Czech Republic	0.22	\$0.23
Denmark	0.07	\$0.08
Diego Garcia	2.20	\$2.21
Djibouti Republic	1.36	\$1.37
Dominica	0.42	\$0.43
Dominican Republic	0.13	\$0.15
Ecuador	0.33	\$0.34
Egypt	0.44	\$0.45
El Salvador	0.28	\$0.29
Equatorial Guinea	0.93	\$0.94
Eritrea	0.97	\$0.98
Estonia	0.27	\$0.28
Ethiopia	1.06	\$1.07
Faeroe Island	0.56	\$0.57
Falkland Islands	2.04	\$2.05
Federated States of Micronesia	0.77	\$0.78
Fiji Islands	0.72	\$0.74
Finland	0.10	\$0.11
France	0.11	\$0.12
French Antilles	0.47	\$0.48
French Guiana	0.30	\$0.31
French Polynesia	1.12	\$1.13
Gabon Republic	0.29	\$0.30
Gambia	0.54	\$0.56
Georgia	0.38	\$0.40
Germany	0.09	\$0.10
Ghana	0.33	\$0.34

Effective: July 31, 2001

X2Comm, Inc. d/b/a DC Communications
270 South Main Street
Flemington, NJ 08822

SECTION 3 – SERVICE OFFERINGS (CONT'D)

3.3 International Business Plan (cont'd)

3.3.1 International Business Plan Rates (con't)

County	Rates Dedicated	Rates Switched
Gibraltar	0.90	\$0.91
Greece	0.21	\$0.22
Greenland	0.83	\$0.84
Grenada	0.44	\$0.45
Guantanamo Bay	0.93	\$0.94
Guatemala	0.32	\$0.33
Guinea Bissau	2.00	\$2.01
Guinea Republic	0.56	
Guyana	1.00	\$1.01
Haiti	0.57	\$0.58
Honduras	0.53	\$0.54
Hong Kong	0.07	\$0.08
Hungary	0.16	\$0.17
Iceland	0.10	\$0.11
India	0.64	\$0.50
Indonesia	0.22	\$0.23
Iran	0.57	\$0.58
Iraq	1.64	\$1.65
Ireland	0.07	\$0.08
Israel	0.14	\$0.15
Italy	0.11	\$0.12
Ivory Coast	0.66	\$0.67
Jamaica	0.33	\$0.34
Japan	0.11	\$0.12
Jordan	0.60	\$0.61
Kazakhstan	0.35	\$0.36
Kenya	0.91	\$0.93
Kiribati	2.22	\$2.23
Kuwait	0.29	\$0.30

Effective: July 31, 2001

SECTION 3 – SERVICE OFFERINGS (CONT'D)

3.3 International Business Plan (cont'd)

3.3.1 International Business Plan Rates (con't)

County	Rate Dedicated	Rate Switched
Kyrgyzstan	1.10	\$1.11
Laos	1.58	\$1.59
Latvia	0.34	\$0.35
Lebanon	0.36	\$0.37
Lesotho	0.48	\$0.49
Liberia	0.58	\$0.59
Libya	0.32	\$0.33
Liechtenstein	0.27	\$0.28
Lithuania	0.35	\$0.36
Luxembourg	0.08	\$0.09
Macao	0.29	\$0.30
Macedonia	0.42	\$0.43
Madagascar	2.53	\$2.54
Malawi	0.29	\$0.30
Malaysia	0.14	\$0.15
Maldives	2.04	\$2.05
Mali Republic	0.60	\$0.61
Malta	0.20	\$0.21
Marshall Island	0.62	\$0.64
Mauritania	0.53	\$0.54
Mauritius	0.48	\$0.49
Mayotte Island	0.82	\$0.83
Mexico Peak	0.20	\$0.21
Moldova	1.35	\$1.36
Monaco	0.16	\$0.17
Mongolia	0.80	\$0.81
Montserrat	0.63	\$0.64
Morocco	0.46	\$0.47
Mozambique	0.68	\$0.69

Effective: July 31, 2001

SECTION 3 – SERVICE OFFERINGS (CONT'D)

3.3 International Business Plan (cont'd)

3.3.1 International Business Plan Rates (con't)

County	Rates Dedicated	Rates Switched
Namibia	0.43	\$0.44
Nauru	1.29	\$1.30
Nepal	0.78	\$0.79
Netherlands	0.11	\$0.12
Netherlands Antilles	0.20	\$0.21
New Caledonia	0.62	\$0.63
New Zealand	0.09	\$0.10
Nicaragua	0.50	\$0.51
Niger Republic	0.60	\$0.61
Nigeria	0.60	\$0.61
Niue Islands	2.62	\$2.63
Norfolk Island	2.84	\$2.85
North Korea	2.43	\$2.44
Norway	0.07	\$0.08
Oman	0.41	\$0.42
Pakistan	0.64	\$0.65
Palau Republic	0.79	\$0.80
Panama	0.29	\$0.30
Papua New Guinea	0.54	\$0.55
Paraguay	0.36	\$0.37
Peru	0.30	\$0.31
Philippines	0.18	\$0.19
Poland	0.13	\$0.14
Portugal	0.11	\$0.12
Qatar	1.54	\$1.55
Reunion Island	0.72	\$0.73
Romania	0.37	\$0.38
Russia	0.40	\$0.30

Effective: July 31, 2001

SECTION 3 – SERVICE OFFERINGS (CONT'D)

3.3 International Business Plan (cont'd)

3.3.1 International Business Plan Rates (con't)

County	<u>Rates</u> Dedicated	<u>Rates</u> Switched
Rwanda	1.02	\$1.03
Saipan	0.39	\$0.40
San Marino	1.88	\$1.89
Sao Tome	2.00	\$2.01
Saudi Arabia	0.42	\$0.43
Senegal	0.60	\$0.61
Serbia {Yugoslavia}	0.35	\$0.36
Seychelles Island	0.43	\$0.44
Sierra Leone	0.63	\$0.65
Singapore	0.07	\$0.08
Slovakia	0.19	\$0.20
Slovenia	0.28	\$0.29
Solomon Island	1.88	\$1.89
Somalia	1.16	\$1.17
South Africa	0.20	\$0.21
South Korea	0.09	\$0.10
Spain	0.07	\$0.08
Sri Lanka	0.36	\$0.37
St Helena	1.73	\$1.74
St Kitts & Nevis	0.29	\$0.30
St Lucia	0.29	\$0.30
St Pierre & Miquelon	0.71	\$0.72
St Vincent & Grenadines	0.45	\$0.46
Sudan	0.81	\$0.82
Suriname	0.73	\$0.74
Swaziland	0.54	\$0.55
Sweden	0.07	\$0.08
Switzerland	0.09	\$0.10
Syria	0.57	\$0.58
Taiwan	0.11	\$0.12
Tajikistan	1.31	\$1.32
Tanzania	0.60	\$0.61

Effective: July 31, 2001

SECTION 3 – SERVICE OFFERINGS (CONT'D)

3.3 International Business Plan (cont'd)

3.3.1 International Business Plan Rates (con't)

County	<u>Rates</u> Dedicated	<u>Rates</u> Switched
Thailand	0.27	\$0.28
Togo	0.69	\$0.70
Tonga Islands	0.77	\$0.78
Trinidad & Tobago	0.29	\$0.30
Tunisia	0.41	\$0.42
Turkey	0.32	\$0.33
Turkmenistan	1.69	\$1.70
Turks & Caicos Islands	0.42	\$0.43
Tuvalu	2.76	\$2.77
Uganda	0.42	\$0.43
Ukraine	0.32	\$0.33
United Arab Emirates	0.29	\$0.30
United Kingdom	0.068	\$0.08
Uruguay	0.28	\$0.29
Uzbekistan	0.27	\$0.28
Vanuatu	3.24	\$3.25
Venezuela	0.27	\$0.28
Vietnam	1.04	\$1.05
Wake Island	1.42	\$1.43
Wallis Island	3.03	\$3.04
Western Samoa	0.56	\$0.57
Yemen Republic	0.98	\$0.99
Zaire	0.77	\$0.78
Zambia	0.26	\$0.27
Zimbabwe	0.18	\$0.19

Effective: July 31, 2001

SECTION 4 - SPECIAL PROMOTION OFFERINGS

The Company may from time to time engage in Special 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 Sections III of this contract.

Effective: July 31, 2001

X2Comm, Inc. d/b/a DC Communications
270 South Main Street
Flemington, NJ 08822