

# ***BELLSOUTH® / CLEC Agreement***

***Customer Name: XFone USA, Inc.***

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**By and Between**  
**BellSouth Telecommunications, Inc.**  
**And**  
**xFone USA, Inc.**

## AGREEMENT

This Agreement, which shall become effective thirty (30) days following the date of the last signature of both Parties ("Effective Date"), is entered into by and between XFone USA, Inc. ("XFone"), a Mississippi corporation on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

**WHEREAS**, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

**WHEREAS**, section 252(i) of the Act requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in its entirety; and

**WHEREAS**, XFone has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and KMC Telecom V, Inc. dated June 30, 2005 for the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants of this Agreement, XFone and BellSouth hereby agree as follows:

1. XFone and BellSouth shall adopt in its entirety the KMC Telecom V, Inc. Interconnection Agreement dated June 30, 2005 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The KMC Telecom V, Inc. Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

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2. In the event that XFone consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of XFone under this Agreement.

3. The term of this Agreement shall be from the Effective Date as set forth above and shall expire as set forth in section 3 of the KMC Telecom V, Inc. Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to Section 3 of the KMC Telecom V, Inc. Interconnection Agreement, the effective date shall be June 30, 2005.

4. XFone shall accept and incorporate any amendments to the KMC Telecom V Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

5. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

BellSouth Local Contract Manager  
600 North 19<sup>th</sup> Street, 8<sup>th</sup> floor  
Birmingham, Alabama 35203

and

ICS Attorney  
Suite 4300  
675 W. Peachtree St.  
Atlanta, GA 30375

**XFone USA, Inc.**  
Ted Carter  
2506 Lakeland Drive  
Suite 100  
Jackson, MS 39232  
601-420-6462  
ted.carter@expetel.com

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc.

By: Kristen E Shore

Name: Kristen E. Shore

Title: Director

Date: 10/17/05

XFone USA, Inc.

By: Wade

Name: Wade Spooner

Title: President

Date: 10/17/05

## Exhibit 1