

## AGREEMENT

This Agreement, which shall become effective as of the date of signature by both Parties, is entered into by and between WebShoppe Communications, Inc. ("WebShoppe"), an Alabama 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**, WebShoppe has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and The Other Phone Company, Inc. d/b/a Access One Communications, Inc. ("Access One") dated February 17, 2000 for the states of Alabama, Florida, Georgia, Kentucky, Louisiana (not yet certified), Mississippi, North Carolina, South Carolina, and Tennessee.

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

1. WebShoppe and BellSouth shall adopt in its entirety the Access One Interconnection Agreement dated February 17, 2000 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 Access One 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:

ITEM	NO. PAGES
Adoption Papers	3
Title Page	1
Table of Contents	1
General Terms and Conditions	22
Attachment 1	40
Attachment 2	122
Attachment 3	38

Attachment 4	66
Attachment 5	11
Attachment 6	6
Attachment 7	20
Attachment 8	2
Attachment 9	107
Attachment 10	10
Attachment 11	11
Amendment dated 05-20-2000	14
<b>TOTAL</b>	<b>474</b>

2. In the event that WebShoppe 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 WebShoppe 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 2.1 of the Access One Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 2.1 of the WebShoppe Interconnection Agreement, the effective date shall be February 17, 2000.

4. WebShoppe shall accept and incorporate any amendments to the Access One 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.

CLEC Account Team  
9th Floor  
600 North 19<sup>th</sup> Street  
Birmingham, Alabama 35203  
and

General Attorney - COU  
Suite 4300  
675 W. Peachtree St.  
Atlanta, GA 30375

WebShoppe

Attn: Earl Baumgardner  
16 Broad Street  
Suite 1  
Alexander City, AL 35010

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.

on file  
Signature

Jerry D. Hendrix  
Name

October 09, 2000  
Date

WebShoppe Communications, Inc.

on file  
Signature

David L. Rottmayor  
Name

13 Sep 2000  
Date

**EXECUTIVE SUMMARY**  
**of**  
**(WebShoppe Communications, Inc.)**  
**(Alabama)**  
**BellSouth/Access One Standard Interconnection Agreement**

<b>Agreement Effective Date:</b>	<b>Agreement Expiration Date:</b>
<b>Negotiator: Jo Cranford</b>	<b>Negotiator Tel No: 404-927-7518</b>
<b>Location of Executive Summary: CMAG</b>	<b>Location of Agreement and Amendment(s): CMAG\</b>

Please be advised that the above named WebShoppe has adopted the BellSouth/Access One Standard Interconnection agreement in its entirety. Based on the ruling issued by the United States Court of Appeals for the Eighth Circuit, filed July 18, 1997, a WebShoppe who chooses to adopt another WebShoppe's agreement must adopt the agreement in its entirety. Therefore, **THERE CAN BE NO DEVIATIONS**. Also, the term of the adopted agreement can only be for the remaining term of the original WebShoppe agreement.