

**AMENDMENT
TO THE
AGREEMENT BETWEEN
UNICOM COMMUNICATIONS, LLC.
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED DECEMBER 10, 1999**

Pursuant to this Agreement, (the "Amendment"), UNICOM Communications, LLC. ("UNICOM"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated December 10, 1999 ("Agreement").

WHEREAS, BellSouth and UNICOM entered into an Interconnection Agreement on December 10, 1999, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Notwithstanding any provision(s) to the contrary, UNICOM agrees to provide to BellSouth, and BellSouth agrees to accept, UNICOM's Subscriber Listing Information (SLI) relating to UNICOM's customers in the geographic area(s) covered by this Interconnection Agreement. UNICOM authorizes BellSouth to release all such UNICOM SLI provided to BellSouth by UNICOM to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff, Section A38.2, as the same may be amended from time to time. Such CLEC SLI shall be intermingled with BellSouth's own customer listings of any other CLEC that has authorized a similar release of SLI. Where necessary, BellSouth will use good faith efforts to obtain state commission approval of any necessary modifications to Section A38.2 of its tariff to provide for release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth's liability thereunder. BellSouth's obligation pursuant to this Section shall not arise in any particular state until the commission of such state has approved modifications to such tariff.
- 1.2 No compensation shall be paid to UNICOM for BellSouth's receipt of UNICOM SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of CLEC's SLI, or costs on an ongoing basis to administer the release of UNICOM SLI, UNICOM shall pay to BellSouth its proportionate share of the reasonable costs associated therewith.
- 1.3 BellSouth shall not be liable for the content or accuracy of any SLI provided by UNICOM under this Agreement. UNICOM shall indemnify, hold harmless and defend BellSouth

from and against any damages, losses, liabilities, demands claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate UNICOM listings or use of the SLI provided pursuant to this Agreement. BellSouth shall forward to UNICOM any complaints received by BellSouth relating to the accuracy or quality of UNICOM listings.

- 1.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.
2. All of the other provisions of the Agreement, dated December 28, 1999, shall remain in full force and effect.
3. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

UNICOM Communications, LLC

By: _____ Signature on File _____

Name: _____ Dennis A. Parker _____

Title: _____ President _____

Date: _____ May 1, 2000 _____

BellSouth Telecommunications, Inc.

By: _____ Signature on File _____

Name: _____ Jerry Hendrix _____

Title: _____ Senior Director _____

Date: _____ May 4, 2000 _____