

This amendment is intended to be inserted into the interconnection agreement in the section concerning directory listings.

Release of Subscriber Listing information to Independent Publishers

Notwithstanding any provision(s) to the contrary, Phonelink, Inc. agrees to provide to BellSouth, and BellSouth agrees to accept, Phonelink, Inc.'s Subscriber Listing Information (SLI) relating to Phonelink's customers in the geographic area(s) covered by this Interconnection Agreement. Phonelink, Inc. authorizes BellSouth to release all such Phonelink, Inc. SLI provided to BellSouth by Phonelink, Inc. 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 Phonelink, Inc. SLI shall be intermingled with BellSouth's own customer listings and the 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 tariffs.

No compensation shall be paid to Phonelink, Inc. for BellSouth's receipt of Phonelink, Inc. 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 Phonelink, Inc. SLI, or costs on an ongoing basis to administer the release of Phonelink, Inc.'s SLI, Phonelink, Inc. shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. BellSouth shall not be liable for the content or accuracy of any SLI provided by Phonelink, Inc. under this Agreement. Phonelink, Inc. 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 Phonelink, Inc. listings or use of the SLI provided pursuant to this Agreement. BellSouth shall forward to Phonelink, Inc. any complaints received by BellSouth relating to the accuracy or quality of Phonelink, Inc. listings. The Parties shall negotiate the date for the initial release of Phonelink, Inc. listings and subsequent updates. The Phonelink, Inc. listings and subsequent updates will be released consistent with BellSouth's required system changes and/or scheduling requirements.

Signature on File
Signature of Authorized Representative

Pamela Holcomb
Typed or Printed Name

Director
Title

ACCEPTED

Patrick C. Finlen
BellSouth Telecommunications, Inc.