

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, CIERA NETWORK SYSTEMS, INC. agrees to provide to BellSouth, and BellSouth agrees to accept, CIERA NETWORK SYSTEMS, INC.'s Subscriber Listing Information (SLI) relating to CIERA NETWORK SYSTEMS, INC.'s customers in the geographic area(s) covered by this Interconnection Agreement. CIERA NETWORK SYSTEMS, INC. authorizes BellSouth to release all such CIERA NETWORK SYSTEMS, INC. SLI provided to BellSouth by CIERA NETWORK SYSTEMS, 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 CIERA NETWORK SYSTEMS, INC. SLI shall be intermingled with BellSouth's own customer listings and shall not be differentiated from the BellSouth listings or from 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 CIERA NETWORK SYSTEMS, INC. for BellSouth's receipt of CIERA NETWORK SYSTEMS, 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 CLEC's SLI, or costs on an ongoing basis to administer the release of CIERA NETWORK SYSTEMS, INC. SLI, CIERA NETWORK SYSTEMS, 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 CIERA NETWORK SYSTEMS, INC. under this Agreement. CIERA NETWORK SYSTEMS, 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 CIERA NETWORK SYSTEMS, INC. listings or use of the SLI provided pursuant to this Agreement. BellSouth shall forward to CIERA NETWORK SYSTEMS, INC. any complaints received by BellSouth relating to the accuracy or quality of CIERA NETWORK SYSTEMS, INC. listings. The Parties shall negotiate the date for the initial release of CIERA NETWORK SYSTEMS, INC. listings and subsequent updates. The CIERA NETWORK SYSTEMS, 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

R. W. Livingston

Typed or Printed Name

CEO

Title

ACCEPTED

Signature on File

Jerry Hendrix

BellSouth Telecommunications, Inc.