

PLEASE FORWARD TO BELL SOUTH

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

Arthur L. Mager
Typed or Printed Name

Comptroller
Title

ACCEPTED

Signature on File – Jerry Hendrix
BellSouth Telecommunications, Inc.

Effective May 19, 2000

