

**AMENDMENT
TO THE
AGREEMENT BETWEEN
DAYTONA TELEPHONE COMPANY
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED JANUARY 18, 1999**

Pursuant to this Agreement, (the "Amendment"), Daytona Telephone Company ("Daytona"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated January 18, 1999 ("Agreement").

WHEREAS, BellSouth and Daytona entered into an Interconnection Agreement on January 18, 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, Daytona agrees to provide to BellSouth, and BellSouth agrees to accept, Daytona's Subscriber Listing Information (SLI) relating to Daytona's customers in the geographic area(s) covered by this Interconnection Agreement. Daytona authorizes BellSouth to release all such Daytona SLI provided to BellSouth by Daytona 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 Daytona for BellSouth's receipt of Daytona 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 Daytona SLI, Daytona 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 Daytona under this Agreement. Daytona 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 Daytona listings or use of the SLI provided pursuant to this Agreement. BellSouth shall forward to Daytona any complaints received by BellSouth relating to the accuracy or quality of Daytona 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 January 18, 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.

Daytona Telephone Company

Signature on File

By: _____

Name: Michael D. Boger, Sr.

Title: President CEO

Date: 7-14-00

BellSouth Telecommunications, Inc.

Signature on File

By: _____

Name: Jerry Hendrix

Title: Senior Director

Date: 7-05-00