

## Release of Subscriber Listing information to Independent Publishers

Notwithstanding any provision(s) to the contrary, Flatel, Inc./Florida Telephone agrees to provide to BellSouth, and BellSouth agrees to accept, Subscriber Listing Information (SLI) relating to customers in the geographic area(s) covered by this Interconnection Agreement. Flatel, Inc./Florida Telephone authorizes BellSouth to release all such Flatel, Inc./Florida Telephone SLI provided to BellSouth by Flatel, Inc./Florida Telephone 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 Flatel Inc./Florida Telephone 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 tariff.

No compensation shall be paid to Flatel, Inc./Florida Telephone for BellSouth's receipt of Flatel, Inc./Florida Telephone 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 Flatel, Inc./Florida Telephone SLI, Flatel, Inc./Florida Telephone 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 Flatel, Inc./Florida Telephone under this Agreement. Flatel, Inc./Florida Telephone 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 Flatel, Inc./Florida Telephone listings or use of the SLI provided pursuant to this Agreement. BellSouth shall forward to Flatel, Inc./Florida Telephone any complaints received by BellSouth relating to the accuracy or quality of Flatel, Inc./Florida Telephone listings. The Parties shall negotiate the date for the initial release of Flatel, Inc./Florida Telephone listings and subsequent updates. The Flatel, Inc./Florida Telephone 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

Adriana Solar

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

ACCEPTED

Signature on File

Jerry Hendrix

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BellSouth Telecommunications, Inc.

Rec'd 7/14/2000