

**AMENDMENT
TO THE
AGREEMENT BETWEEN
MOVIE, TELEVISION, & GRAPHICS CORP, d/b/a M.T.G.
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED December 14, 2002**

Pursuant to this Amendment, (the "Amendment"), Movie, Television, & Graphics Corp. d/b/a M.T.G., ("MTG"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Resale Agreement between the Parties dated December 14, 2002 ("Agreement") to be effective on the date of the last signature executing the Amendment.

WHEREAS, BellSouth and MTG entered into the Agreement on December 14, 2002, 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. The Parties agree to delete the terms and conditions of the Line Information Data Base (LIDB) Resale Storage Agreement in Exhibit B of Attachment 1.
2. The Parties agree to add the terms and conditions of the LIDB Resale Storage Agreement, as set forth in Exhibit 1 of this Amendment, to Exhibit B of Attachment 1.
3. All of the other provisions of the Agreement, dated December 14, 2002, shall remain in full force and effect.
4. 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.

Movie, Television, & Graphics Corp. d/b/a M.T.G. BellSouth Telecommunications, Inc.

By: Signature on File

By: Signature on File

Name: Jose Jaramillo

Name: Elizabeth R.A. Shiroishi

Title: President

Title: Director, Interconnection Services

Date: 4/02/2003

Date: 5/22/2003

LINE INFORMATION DATA BASE (LIDB)

RESALE STORAGE AGREEMENT

I. Definitions (from Addendum)

- A. Billing number - a number used by BellSouth for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number - a ten-digit number assigned by BellSouth that identifies a telephone line associated with a resold local exchange service.
- C. Special billing number - a ten-digit number that identifies a billing account established by BellSouth in connection with a resold local exchange service.
- D. Calling Card number - a billing number plus PIN number assigned by BellSouth.
- E. PIN number - a four-digit security code assigned by BellSouth that is added to a billing number to compose a fourteen-digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by MTG.
- G. Billed Number Screening - refers to the query service used to determine whether a toll billing exception indicator is present for a particular billing number.
- H. Calling Card Validation - refers to the query service used to determine whether a particular calling card number exists as stated or otherwise provided by a caller.
- I. Billing number information - information about billing number or Calling Card number as assigned by BellSouth and toll billing exception indicator provided to BellSouth by MTG.
- J. Get-Data - refers to the query service used to determine, at a minimum, the Account Owner and/or Regional Accounting Office for a line number. This query service may be modified to provide additional information in the future.
- K. Originating Line Number Screening ("OLNS") - refers to the query service used to determine the billing, screening and call handling indicators, station type and Account Owner provided to BellSouth by MTG for originating line numbers.
- L. Account Owner - name of the local exchange telecommunications company that is providing dialtone on a subscriber line.

II. General

- A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of MTG and pursuant to which BellSouth, its LIDB customers and MTG shall have access to such information. In addition, this Agreement sets forth the terms and conditions for MTG's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. MTG understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of MTG, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained herein shall hereby be made a part of this Resale Agreement upon notice to MTG's account team and/or Local Contract Manager to activate this LIDB Storage Agreement. The General Terms and Conditions of the Resale Agreement shall govern this LIDB Storage Agreement. The terms and conditions contained in the attached Addendum are hereby made a part of this LIDB Storage Agreement as if fully incorporated herein.
- B. BellSouth will provide responses to on-line, call-by-call queries to billing number information for the following purposes:
1. Billed Number Screening

BellSouth is authorized to use the billing number information to determine whether MTG has identified the billing number as one that should not be billed for collect or third number calls.
 2. Calling Card Validation

BellSouth is authorized to validate a 14-digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BellSouth, and where the last four digits (PIN) are a security code assigned by BellSouth.
 3. OLNS

BellSouth is authorized to provide originating line screening information for billing services restrictions, station type, call handling indicators, presubscribed interLATA and local carrier and account owner on the lines of MTG from which a call originates.

4. GetData

BellSouth is authorized to provide, at a minimum, the account owner and/or Regional Accounting Office information on the lines of MTG indicating the local service provider and where billing records are to be sent for settlement purposes. This query service may be modified to provide additional information in the future.

5. Fraud Control

BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify MTG of fraud alerts so that MTG may take action it deems appropriate.

III. Responsibilities of the Parties

A. BellSouth will administer all data stored in the LIDB, including the data provided by MTG pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's End User customers. BellSouth shall not be responsible to MTG for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

B. Billing and Collection Customers

BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses and as such these billing and collection customers ("B&C Customers") query BellSouth's LIDB to determine whether to accept various billing options from End Users. Until such time as BellSouth implements in its LIDB and its supporting systems the means to differentiate MTG's data from BellSouth's data, the following shall apply:

- (1) BellSouth will identify MTG end user originated long distance charges and will return those charges to the interexchange carrier as not covered by the existing B&C agreement. MTG is responsible for entering into the appropriate agreement with interexchange carriers for handling of long distance charges by their end users.

- (2) BellSouth shall have no obligation to become involved in any disputes between MTG and B&C Customers. BellSouth will not issue adjustments for charges billed on behalf of any B&C Customer to MTG. It shall be the responsibility of MTG and the B&C Customers to negotiate and arrange for any appropriate adjustments.

IV. Fees for Service and Taxes

- A. MTG will not be charged a fee for storage services provided by BellSouth to MTG, as described in this LIDB Resale Storage Agreement.
- B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by MTG in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.