

AMENDMENT
TO INTERCONNECTION AGREEMENT BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND AT&T COMMUNICATIONS OF THE SOUTH CENTRAL
STATES, INC. DATED AUGUST 13, 1997
KENTUCKY

Pursuant to this Amendment (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth") and AT&T Communications of the South Central States, Inc. ("AT&T"), hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties August 13, 1997 ("Interconnection Agreement").

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, BellSouth and AT&T hereby covenant and agree as follows:

1. The General Terms and Conditions section of the Agreement is hereby amended to include the following language:
 - 1.1 Notwithstanding any provision(s) to the contrary, AT&T agrees to provide to BellSouth, and BellSouth agrees to accept, AT&T's Subscriber Listing Information (SLI) relating to AT&T's customers in the geographic area(s) covered by this Interconnection Agreement. AT&T authorizes BellSouth to release all such AT&T SLI provided to BellSouth by AT&T 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 AT&T for BellSouth's receipt of AT&T SLI, or for the subsequent release to third parties of such SLI. AT&T agrees that to the extent BellSouth incurs costs to modify its systems to enable the release AT&T's SLI, or costs on an ongoing basis to administer the release of AT&T's SLI, AT&T shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. Before BellSouth incurs any costs under this Section, it shall inform AT&T as of its good

faith estimate of AT&T's share of such costs, and AT&T shall have the option of agreeing in writing to the costs, or discontinuing BellSouth's release of AT&T's SLI.

- 1.3 BellSouth shall not be liable for the content or accuracy of any SLI provided by AT&T under this Agreement. AT&T 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 AT&T listings provided by AT&T under this Agreement or use of the SLI provided pursuant to this Agreement. BellSouth shall forward to AT&T any complaints received by BellSouth relating to the accuracy or quality of AT&T listings.
- 1.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.

2. Attachment 8 of the Agreement is hereby amended to include the following language:

5. Number Portability Coordination of Partial Hunt Migrations

- 5.1 This service provides for manual coordination of a conversion for the partial migration of a hunt group from BellSouth to AT&T with permanent number portability in accordance with the service trial conducted between BellSouth and AT&T.
- 5.2 BellSouth shall provision such service during normal hours of operation.
 - 5.2.1 Normal hours of operation are 8-5 Monday – Friday.
 - 5.2.2 Requests for other than normal hours will be billed at the overtime rate.
 - 5.2.3 Porting for after hours occurring after 9PM will be by mutual agreement of the parties seven days per week. Porting cannot occur during times when the Number Portability Center system is down.
- 5.3 Rates
 - 5.3.1 The following rates apply for Local Number Portability Order Coordination:

Local Number Portability Order Coordination - Hunt Group Rearrangements for non-triggered orders		
Service Type	Business Hours (8:00 am – 5:00pm Monday – Friday)	After Business Hours
Non-Complex service, per LSR	\$105.00	\$260.00
Complex service, per LSR	\$160.00	\$300.00

3. All of the other provisions of the Agreement, dated August 13, 1997, 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.

**AT&T Communications of the
South Central States, Inc.**

BellSouth Telecommunications, Inc.

Signature on File

By: _____

Name: Bill C. Peacock

Title: Director – Local Svcs. & Access Mgt.

Date: 07/27/00

Signature on File

By: _____

Name: Jerry Hendrix

Title: Senior Director

Date: 07/27/00