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, Telephone Company of Central Florida agrees to provide to BellSouth, and BellSouth agrees to accept, Telephone Company of Central Florida's Subscriber Listing Information (SLI) relating to Telephone Company of Central Florida's customers in the geographic area(s) covered by this Interconnection Agreement. Telephone Company of Central Florida SLI provided to BellSouth by Telephone Company of Central Florida 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 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 Telephone Company of Central Florida for BellSouth's receipt of Telephone Company of Central Florida 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'1s SLI, or costs on an ongoing basis to administer the release of Telephone Company of Central Florida SLI, Telephone Company of Central Florida 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 Telephone Company of Central Florida under this Agreement. Telephone Company of Central Florida 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 Telephone Company of Central Florida listings or use of the SLI provided pursuant to this Agreement. BellSouth shall forward to Telephone Company of Central Florida any complaints received by BellSouth relating to the accuracy or quality of Telephone Company of Central Florida listings. The Parties shall negotiate the date for the initial release of Telephone Company of Central Florida listings and subsequent updates. The Telephone Company of Central Florida 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

E. N. Ripper Typed or Printed Name ACCEPTED

<u>President</u> Title

<u>Signature on File</u> BellSouth Telecommunications, Inc.