

**AMENDMENT  
TO THE  
AGREEMENT BETWEEN  
EZ TALK COMMUNICATIONS, INC. AND  
BELLSOUTH TELECOMMUNICATIONS, INC.  
DATED FEBRUARY 16, 2000**

Pursuant to this Agreement, (the "Amendment"), EZ Talk Communications, Inc. ("EZ Talk"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated February 16, 2000("Agreement").

WHEREAS, BellSouth and EZ Talk entered into an Interconnection Agreement on February 16, 2000, 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, EZ Talk agrees to provide to BellSouth, and BellSouth agrees to accept, EZ Talk's Subscriber Listing Information (SLI) relating to EZ Talk's customers in the geographic area(s) covered by this Interconnection Agreement. EZ Talk authorizes BellSouth to release all such EZ Talk SLI provided to BellSouth by EZ Talk 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 EZ Talk for BellSouth's receipt of EZ Talk 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 EZ Talk SLI, EZ Talk shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. Before BellSouth incurs any costs under this Section, it shall inform EZ Talk as of its good faith estimate of EZ Talk's share of such costs, and EZ Talk shall have the option of agreeing in writing to the costs, or discontinuing BellSouth's release of EZ Talk's SLI.

- 1.3 BellSouth shall not be liable for the content or accuracy of any SLI provided by EZ Talk under this Agreement. EZ Talk 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 EZ Talk listings or use of the SLI provided pursuant to this Agreement. BellSouth shall forward to EZ Talk any complaints received by BellSouth relating to the accuracy or quality of EZ Talk 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 February 16, 2000, 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.

**EZ Talk Communications, Inc.**

By: ON FILE

Name: Eileen Singleton

Title: Executive Administrator

Date: 6/6/2000

**BellSouth Telecommunications, Inc.**

By: ON FILE

Name: Jerry Hendrix

Title: Senior Director

Date: 6/19/00