

Release of Subscriber Listing information to Independent Publishers

Notwithstanding any provision(s) to the contrary, Vast-Tel/USA Quick Phone agrees to provide to BellSouth, and BellSouth agrees to accept, Vast-Tel/USA Quick Phone's Subscriber Listing Information (SLI) relating to Vast-Tel/USA Quick Phone's customers in the geographic area(s) covered by this Interconnection Agreement. Vast-Tel/USA Quick Phone authorizes BellSouth to release all such Vast-Tel/USA Quick Phone SLI provided to BellSouth by Vast-Tel/USA Quick Phone 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 tariffs.

No compensation shall be paid to Vast-Tel/USA Quick Phone for BellSouth's receipt of Vast-Tel/USA Quick Phone 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 Vast-Tel/USA Quick Phone's SLI, or costs on an ongoing basis to administer the release of Vast-Tel/USA Quick Phone SLI, Vast-Tel/USA Quick Phone 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 Vast-Tel/USA Quick Phone under this Agreement. Vast-Tel/USA Quick Phone 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 Vast-Tel/USA Quick Phone listings or use of the SLI provided pursuant to this Agreement. BellSouth shall forward to Vast-Tel/USA Quick Phone any complaints received by BellSouth relating to the accuracy or quality of Vast-Tel/USA Quick Phone listings. The Parties shall negotiate the date for the initial release of Vast-Tel/USA Quick Phone listings and subsequent updates. The Vast-Tel/USA Quick Phone 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

Randell Brooks

Typed or Printed Name

President

Title

ACCEPTED

Signature On File

BellSouth Telecommunications, Inc.