

Release of Subscriber Listing information to Independent Publishers

Notwithstanding any provision(s) to the contrary, Express Title Financial Service agrees to provide to BellSouth, and BellSouth agrees to accept, Express Title Financial Service's Subscriber Listing Information (SLI) relating to Express Title Financial Service's customers in the geographic area(s) covered by this Interconnection Agreement. Express Title Financial Service authorizes BellSouth to release all such Express Title Financial Service SLI provided to BellSouth by Express Title Financial Service 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 and shall not be differentiated from the BellSouth listings or from the 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 Express Title Financial Service for BellSouth's receipt of Express Title Financial Service 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 Express Title Financial Service SLI, Express Title Financial Service 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 Express Title Financial Service under this Agreement. Express Title Financial Service 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 Express Title Financial Service listings or use of the SLI provided pursuant to this Agreement. BellSouth shall forward to Express Title Financial Service any complaints received by BellSouth relating to the accuracy or quality of Express Title Financial Service listings. The Parties shall negotiate the date for the initial release of Express Title Financial Service listings and subsequent updates. The Express Title Financial Service listings and subsequent updates will be released consistent with BellSouth's required system changes and/or scheduling requirements.

Signature on original
Signature of Authorized Representative

Christopher P. Bovert
Typed or Printed Name

President
Title

ACCEPTED

Jerry Hendrix
BellSouth Telecommunications, Inc.

Date: 09/12/00