



BellSouth Telecommunications, Inc 850 224-7798
Suite 400 Fax 850 224-5073
150 South Monroe Street
Tallahassee, Florida 32301-1556

Marshall M. Criser III
Regulatory Vice President

April 9, 2001

Mrs. Blanca S. Bayo
Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

010436-TP

Re: Approval of an Amendment to the Interconnection, Unbundling, Resale and Collocation Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and XSPEDIUS Corp. pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and XSPEDIUS Corp. are submitting to the Florida Public Service Commission an amendment to their negotiated agreement for the interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to XSPEDIUS Corp. The Commission approved the initial agreement between the companies in Order No. 01-0604-FOF-TP issued March 13, 2001 in Docket 010034-TP. This amendment adds the subscriber listing information.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and XSPEDIUS Corp. within 90 days of its submission. The Act provides that the Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties aver that neither of these reasons exist as to the agreement they have negotiated and therefore, are very hopeful that the Commission shall approve their agreement.

Very truly yours,

Marshall M. Criser III

Regulatory Vice President
(2A)

DOCUMENT NUMBER-DATE

04389 APR-96

RECORDS/REPORTING

ATTACHMENT TO TRANSMITTAL LETTER

The Agreement entered into by and between Xspedius Corp. and BellSouth Telecommunications, Inc., dated 2/26/2001, for the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee consists of the following:

ITEM	NO. PAGES
Amendment	1
TOTAL	1

Exhibit A
Subscriber Listing Information (SLI)

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, Xspedius Corp. agrees to provide to BellSouth, and BellSouth agrees to accept, Xspedius Corp.'s Subscriber Listing Information (SLI) relating to Xspedius Corp.'s customers in the geographic area(s) covered by this Interconnection Agreement. Xspedius Corp. authorizes BellSouth to release all such Xspedius Corp. SLI provided to BellSouth by Xspedius Corp. 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 Xspedius Corp. for BellSouth's receipt of Xspedius Corp. 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 Xspedius Corp. SLI, Xspedius Corp. 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 Xspedius Corp. under this Agreement. Xspedius Corp. 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 Xspedius Corp. listings or use of the SLI provided pursuant to this Agreement. BellSouth shall forward to Xspedius Corp. any complaints received by BellSouth relating to the accuracy or quality of Xspedius Corp. listings. The Parties shall negotiate the date for the initial release of Xspedius Corp. listings and subsequent updates. The Xspedius Corp. listings and subsequent updates will be released consistent with BellSouth's required system changes and/or scheduling requirements.



Signature of Authorized Representative

Robert Souser

Typed or Printed Name

ACCEPTED

- President / C.O.O.

Title



BellSouth Telecommunications, Inc.