

BellSouth Telecommunications, Inc. 850 222-1201  
Suite 400 Fax 850 222-8640  
150 South Monroe Street  
Tallahassee, Florida 32301

Nancy H. Sims  
Director - Regulatory Relations

May 9, 2001

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

RE: Docket 010436-TP Approval of an Amendment to the Interconnection,  
Unbundling, Resale and Collocation Agreement adopted by BellSouth  
Telecommunications, Inc. ("BellSouth") and XSPEDIUS Corp. pursuant to  
Sections 251, 252 and 271 of the Telecommunications Act of 1996

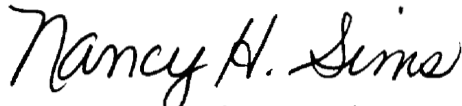
Dear Ms. Bayo:

On April 9, 2001, BellSouth Telecommunications, Inc. and XSPEDIUS Corp. filed an amendment to the interconnection agreement to be approved by the Florida Public Service Commission.

Please replace the amendment with the attached corrected page as Staff requested additional information be added i.e., typed name, date and title. We are sorry for any inconvenience this may have caused.

If you have any further questions, please do not hesitate to call.

Yours very truly,



Director - Regulatory Relations

(NHS)

DOCUMENT NUMBER-DATE  
05849 MAY-90  
FPSC-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

- President / C.O.O.  
\_\_\_\_\_  
Title

ACCEPTED

February 26, 2001  
\_\_\_\_\_  
Date Signed

  
\_\_\_\_\_  
BellSouth Telecommunications, Inc.

C. W. Boltz  
\_\_\_\_\_  
Typed or Printed Name

Managing Director  
\_\_\_\_\_  
Title