RECEIVED-FPSC



BellSouth Telecommunications, Inc.

Suite 400 150 South Monroe Street Tallahassee, FL 32301-1556

COMMISSION CLERK

CI AUG 16 PM 4: 43

Marshall M. Criser III
Vice President
Regulatory & External Affairs

850 224 7798 Fax 850 224 5073

marshall.criser@bellsouth.com

August 16, 2001

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

OIIIIO-TP

Re: Approval of an Amendment to the Resale Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Ganoco, Inc. d/b/a American Dial Tone, Inc. 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 Ganoco, Inc. d/b/a American Dial Tone, Inc. 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 Ganoco, Inc. d/b/a American Dial Tone, Inc.. The Commission approved the initial agreement between the companies in Order No. PSC-00-1576-FOF-TP issued August 31, 2000 in Docket 000682-TP. This amendment allows for the release of 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 Ganoco, Inc. d/b/a American Dial Tone, Inc. 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.

PPSC BUREAU OF RECORDS

Very truly yours,

Regulatory Vice President (KA)

marshall M. Criser II

DOCUMENT NUMBER-DATE

10102 AUG 165

FPSC-COMMISSION CLERK

P.02/03 NU.282 P603/003

Release of Subscriber Listing Information to Independent Publishers

Notwithstanding any provision(s) to the contrary. Ganoco, Inc., d b a American that Yone, Inc., shall provide to BellSouth, and BellSouth shall accept. Ganoco, Inc., d h a American Dial Tone, Inc.'s Subscriber Listing Information (SLI) relating to Ganoco, Inc., d.h.a. American Dial Tone, Inc. is customers in the geographic area(s) covered by this Interconnection Agreement. Ganoco, Inc., d'bia American Dial Tone, Inc., authorizes BellSouth to release all such Ganoco, Inc., d bia American Dial Tone, Inc., SLI provided to BellSouth by Ganoco, Inc., 4 b a American Dial Tone, Inc., to qualifying third parties via either license agreement or BellSouth's Directory Publishers Datubase Service (DPDS), General Subscriber Services Tariff, Section A33.2, as the same may be amended from time to time. Such Ganoco, Inc., d-bia American Dial Tone, Inc., \$1 I shall be intermingled with BellSouth's own customer listings and 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 medifications 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 Bell South's liability thereunder. Bell South's obligation pursuant to this Section shall not arise in any particular state until the commission of such state has approved modifications to such tanii.

No compensation shall be paid to Ganoco, Inc., d b a American Dial Tone, Inc., for BellSouth's receipt of Ganoco. Inc., d b'a American Dial Tone, Inc., 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 Ganoco. Inc., d b'a American Dial Tone, Inc.,'s SLI, or costs on an ongoing basis to administer the release of Ganoco, Inc., d b'a American Dial Tone, Inc., SLI, Ganoco, Inc., d b'a American Dial Tone, Inc., 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 Ganoco, Inc., d/b/a American Dial Tone, Inc., under this Agreement. Ganoco, Inc., d/b/a American Dial Tone, Inc., under this Agreement. Ganoco, Inc., d/b/a American Dial Tone, Inc., shall indemnify, hold harmless and defend BellSouth and its agents from and against any damages, losses, liabilities, demands claims, suits, judgments, costs and expenses tincluding 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 Ganoco, Inc., d/b/a American Dial Tone, Inc., listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to Ganoco, Inc., d/b/a American Dial Tone, Inc., any complaints received by BellSouth relating to the accuracy or quality of Ganoco, Inc., d/b/a American Dial Tone, Inc., listings.

Listings and subsequent updates will be released consistent with BellSouth system changes and/or

Signature of Authorized Representative

Larry Wright
Typed or Printed Name

Officer

BellSouth Telecommunications. Inc.