AMENDMENT
TO THE
RESALE AGREEMENT BETWEEN
DPI TELECONNECT, LLC
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED NOVEMBER 5, 1998

Pursuant to this Agreement, (the "Amendment"), DPI Teleconnect, LLC ("DPI Teleconnect"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Resale Agreement between the Parties dated ("Agreement").

WHEREAS, BellSouth and DPI Teleconnect entered into a Resale Agreement on November 5, 1998, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1.   Notwithstanding any provision(s) to the contrary, DPI Teleconnect agrees to provide to BellSouth, and BellSouth agrees to accept, DPI Teleconnect's Subscriber Listing Information (SLI) relating to DPI Teleconnect's customers in the geographic area(s) covered by this Resale Agreement. DPI Teleconnect authorizes BellSouth to release all such DPI Teleconnect SLI provided to BellSouth by DPI Teleconnect 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 tariff.

1.2   No compensation shall be paid to DPI Teleconnect for BellSouth's receipt of DPI Teleconnect 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'1s SLI, or costs on an ongoing basis to administer the release of DPI Teleconnect SLI, DPI Teleconnect shall pay to BellSouth its proportionate share of the reasonable costs associated therewith.

1.3   BellSouth shall not be liable for the content or accuracy of any SLI provided by DPI Teleconnect under this Agreement. DPI Teleconnect 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 DPI Teleconnect listings or use of the SLI provided pursuant to this Agreement. BellSouth shall forward to DPI Teleconnect any complaints received by BellSouth relating to the accuracy or quality of DPI Teleconnect listings.

1.4   Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.

2.   All of the other provisions of the Agreement, dated November 5, 1998, shall remain in full force and effect.

3.   Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

        IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

DPI Teleconnect, LLC   **BellSouth Telecommunications, Inc.**

By:_____Signature on File_____   By:_____Signature on File_____

Name: ___David M. Pikoff_____   Name:_____Jerry Hendrix_____

Title: __Chief Operating Officer_____   Title: _____Senior Director_____

Date:_____6/13/00_____   Date:_____6/14/00_____