

**AMENDMENT
TO THE
RESALE AGREEMENT BETWEEN
SOURCE ONE COMMUNICATIONS, INC.
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED FEBRUARY 17, 2000**

Pursuant to this Agreement, (the "Amendment"), Source One Communications, Inc. ("Source One"), 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 Source One entered into a Resale Agreement on February 17, 2000, 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, Source One agrees to provide to BellSouth, and BellSouth agrees to accept, Source One's Subscriber Listing Information (SLI) relating to Source One's customers in the geographic area(s) covered by this Resale Agreement. Source One authorizes BellSouth to release all such Source One SLI provided to BellSouth by Source One 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 Source One 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.
2. No compensation shall be paid to Source One for BellSouth's receipt of Source One 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 Source One's SLI, or costs on an ongoing basis to administer the release of Source One SLI, Source One shall pay to BellSouth its proportionate share of the reasonable costs associated therewith.

3. BellSouth shall not be liable for the content or accuracy of any SLI provided by Source One under this Agreement. Source One 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 Source One listings or use of the SLI provided pursuant to this Agreement. BellSouth shall forward to Source One any complaints received by BellSouth relating to the accuracy or quality of Source One listings.
4. The Parties shall negotiate the date for initial release of Source One's listing and subsequent updates.
5. Source One's listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.
6. All of the other provisions of the Agreement, dated February 17, 2000, shall remain in full force and effect.
7. 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.

BellSouth Telecommunications, Inc.

Source One Communications, Inc.

BY: Signature on File
Signature

BY: Signature on File
Signature

NAME: Elizabeth R. A. Shiroishi
Printed Name

NAME: John Hohman
Printed Name

TITLE: Managing Director

TITLE: Chief Executive Officer

DATE: February 12, 2001

DATE: February 5, 2001