AMENDMENT NO. 1 TO ADDENDUM D
INTERNET-SIGN UP WIZARD REFERRAL
ADDENDUM TO STRATEGIC RELATIONSHIP FRAMEWORK ADDENDUM

This Amendment is made and entered into by and between **MICROSOFT CORPORATION** ("Microsoft") and **MCI TELECOMMUNICATIONS** ("MCI") and is effective as of September 22, 1997.

RECITALS

The parties have entered into that certain Internet-Sign up Wizard Referral Addendum to Strategic Relationship Framework Agreement, dated July 29, 1996 (the "Addendum"); and

The parties desire to provide for the amendment of the Addendum to include additional customization features and other terms as described herein;

The parties hereby agree to amend the Addendum as follows:

AMENDMENT

1. Defined terms in this Amendment shall have the same meaning as set forth in the Addendum, except as otherwise provided in this Amendment. The following definitions are either replaced or added to the Addendum:

   "Licensed Software" means, in object code form only for Platforms in all available languages requested by MCI, the following Microsoft software components: (i) Internet Explorer ("IE") versions 3.x and 4.x, (ii) a customized version of Internet Explorer which may be created through the authorized use of the IEAK; (iii) Outlook Express software version 4.x for email and Internet newsgroups; (iv) Comic Chat, all publicly released final versions; (v) NetShow client for receiving streaming or cached multimedia across the Internet and intranets, all publicly released final versions; (vi) FrontPage Express, all publicly released final versions; and (vii) NetMeeting, versions 1.x and 2.0; (viii) Internet Mail and News, all publicly released versions; and (ix) Connection Manager, when available.
   "Platforms" means Windows 3.x (including Windows for Workgroups 3.x), Windows 95, Windows 98, Windows NT, Apple Macintosh, and UNIX.

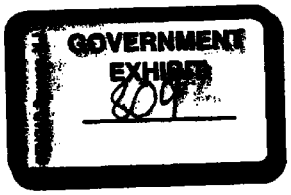
   "Marketing Affiliate" means a third party company that has contracted with MCI for a cobranded or private labeled browser

2. Exhibit C of the Addendum is deleted and replace in its entirety with the attached Exhibit C.

3. Exhibit S of the Addendum is deleted and replaced in its entirety with the attached Exhibit S.

4. This Amendment shall amend, modify and supersede to the extent of any inconsistencies, the provisions of the Addendum. Except as expressly amended by this Amendment, the Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Addendum as of the date set forth above. All signed copies of this Amendment to the Addendum shall be deemed originals. This Amendment does not constitute an offer by Microsoft. This Amendment shall be effective upon execution on behalf of MCI and Microsoft by their duly authorized representatives.



MICROSOFT CORPORATION	MCI Telecommunications Corporation
By:	By:
Name (print):	Name (print):
Title:	Title:
Date:	Date:

EXHIBIT C

MCI OBLIGATIONS

MCI shall perform the following duties/obligations: (changes highlighted)

1. Offer the ISP Service(s). Recognizing the importance of convenient and high-quality service in order to meet the objectives of this Agreement, the parties will work together in good faith to ensure that MCI's Sign-up Server shall maintain parity with the convenience and quality of other participants in this program. The parties recognize that failure to comply with the requirements of this Section 1 shall constitute a material default under the Agreement.

2. Develop and maintain a Sign-up Server. The Sign-up Server shall be operational on a 7X24 basis. Recognizing the importance of convenient and high-quality service in order to meet the objectives of this Agreement, the parties will work together in good faith to ensure that MCI's Sign-up Server shall maintain parity with the convenience and quality of other participants in this program. The parties recognize that failure to comply with the requirements of this Section 2 shall constitute a material default under the Agreement.

3. Establish a toll free telephone number, or any other communication medium mutually agreed to by the parties for the processing of orders for ISP Subscribers. MCI shall notify Microsoft in writing by a mutually agreed upon date of such specific communication medium or other relevant means of order entry secured by MCI for the ISP Service and any other MCI Information. MCI shall use unique numbers, extensions, alpha numeric access codes or addresses so as to ensure that all ISP Subscribers (e.g. those directed to the Sign-up Server by the Internet Connection Wizard) can be easily segregated from other orders received by MCI that do not originate from the Internet Connection Wizard for revenue reporting purposes.

4. Except to the extent prohibited by applicable law or regulation MCI shall submit to Microsoft, on a quarterly basis within ten (10) days of the end of the calendar quarter then ended, a report in the form attached as Exhibit S.

5. Use and display the "Microsoft Internet Explorer" logo on the home page for MCI's ISP Service, along with a hot link to www.microsoft.com/ie/ie.htm on the face of the home page.

6. In copies of Microsoft Internet Explorer solely distributed by MCI through MCI's ISP Service, MCI may set the "default" URL to point a home page of MCI's choosing; however, in order to assure convenient access to current Internet Explorer product information and updates, such home page shall include a hot link to www.microsoft.com/ie/ie.htm <http://www.microsoft.com/ie/ie.htm> (whether through the online "Microsoft Internet Explorer" logo subject to the Microsoft guidelines for such logo or otherwise).

7. For services solely offered by MCI, if MCI provides or Promotes Browsing Software or an Email Client in connection with its ISP Services, MCI shall Promote the Licensed Software in a manner that is, when considered in its entirety, no less prominent and favorable than its Promotion of any third party Browsing Software or third party Email Client. For purposes of this Agreement, "Browsing Software" means software designed to view, render, browse or otherwise interact with the Internet, the web and/or other public networks now existing or hereafter created; "Email Client" means software which is used to compose, transmit, retrieve, and read electronic messages using peer-to-peer, store and forward, or similar email communication methods; "Promote" means communicate or advertise, to existing or potential customers of MCI's ISP Services, by any means, media or channel whatsoever (including, for example but without limitation, direct mailings or print, online, television radio or telephone communications, solicitations, advertisements, or the like).

8. Use the Microsoft Internet Explorer name and logo in MCI's ISP Service packaging, advertising and promotional materials for the ISP Service (s). Such use shall be pursuant to Microsoft's standard trademark policies as attached hereto and as may be provided by Microsoft to MCI from time to time.

9. Before MCI is listed in the ISP Phone Book(s), MCI will test and certify that the information that it has provided to Microsoft to be published in the ISP Phone Book(s) is accurate and not fraudulent or misleading and that the telephone number to connect potential ISP Subscribers to the Sign-up Server and the Sign-up Server itself is fully functional and operates properly. MCI shall ensure that such standards are maintained. MCI shall use Microsoft's then generally applied current test specifications for such purposes.

10. Microsoft acknowledges that MCI has implemented the "real-time" reporting system established by Microsoft for reporting lead referrals and sign-ups by January 1, 1998. All such reporting information shall be maintained in confidence by Microsoft, and shall not be disclosed to any third party without the consent of MCI. Microsoft agrees to provide to MCI, in a timely manner, a summary report comparing MCI's information relative to that of other participants on the Microsoft IE Internet Connection Wizard.

EXHIBIT S

For each Quarterly Period, MCI shall pay to Microsoft a Referral Fee, as set forth in this Exhibit S, for each ISP Subscriber which 1) signs up for an MCI Internet Service via the Internet Connection Wizard during the Term, and 2) has remained an MCI Internet Service customer for two (2) months following the date on which such subscriber initially registered for MCI Internet Service. The Alternate Referral Fee shown in the table below is applicable only for customers known to have been referred to MCI's Internet Service through the Internet Starter Kit Promotion referenced in Exhibit V.

Number of New ISP Subscribers During Quarter	Standard Referral Fee
<62,500	$25
62,500 to 125,000	$22
125,000 to 500,000	$20
>500,000K	$17

Notwithstanding anything to the contrary in this Exhibit, given that MCI has provided by January 1, 1998, to Microsoft accurate and complete Referral Fee reports in one single report since the Effective Date of the Addendum (July 29, 1996), submitted quarterly reports thereafter, and implemented the Real-time reporting systems described in Section 10 of Exhibit C, the Referral Fee for all ISP Subscribers using Internet Explorer Version 3 shall be $15 per ISP Subscriber. This Referral Fee shall be effective for the period commencing on the Effective Date of the Addendum until the date this Amendment is signed by Microsoft. The parties acknowledge that the referral fees due from MCI through December 31, 1997 are paid in full.

REFERRAL FEE REPORT

Report for _____
Reporting Period: _____, 19____ to _____, 19____

Microsoft License # _____

Referral Fee Calculation:

Standard Referral Fee
A1. Total new ISP Subscriber* for the month: _____ X $___ = _____
B1. Previously reported ISP Subscriber accounts lasting < 60 days which terminate during the month _____ X $ = _____
C1. Total fees due (Line A - Line B) _____
D. Total number of copies of Internet Explorer distributed through all channels are reported separately as required by the Internet Explorer Addendum.

*as defined in Section 1

The undersigned hereby certifies that he/she is an officer or director of Company and that this report is complete and correct.

_____ (Signature)

_____ (Print)

_____ (Title)

_____ (Date)

Telephone Number: (____)_____