(Yes Amendment)

AMENDMENT
TO NN PRODUCTS CORPORATE USE AND OEM LICENSE AGREEMENT

This is an amendment (this "Amendment") to that certain NN Products Corporate Use and OEM License Agreement, dated as of September 29, 1995 as previously amended as of November 1, 1996 (the "IAS Amendment") and subsequent amendments thereto (as amended by the foregoing amendments, the "License Agreement") by and between Netscape Communications Corporation, a Delaware corporation ("Netscape") and BellSouth.net Inc. ("Company") as assignee of BellSouth Telecommunications, Inc., a Georgia corporation ("BST"). This Amendment is dated as of October 27, 1997

A. Netscape has proprietary or remarketing rights to certain computer related products and services.

B. Company provides certain Internet access and related services (the "Internet Services") and, in connection therewith, markets and distributes certain computer-related services and products.

C. The parties entered into the License Agreement, whereby, among other things, Netscape granted BST certain license rights in certain software products and certain rights to placement on Netscape's IAS (as that term is defined in the License Agreement). BST's rights have been assigned to Company.

D. The parties now desire to further amend and supplement the License Agreement.

In consideration of the mutual covenants and conditions contained herein, the parties agree to the following terms and conditions:

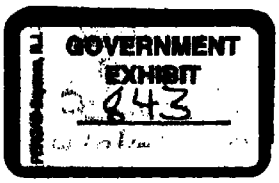
1. RELATIONSHIP TO LICENSE AGREEMENT

1.1 Incorporation. This Amendment is an extension of, and addition to, the License Agreement, and shall be deemed to be a part thereof. This Amendment and the License Agreement are each to be considered incorporated into each other. Capitalized terms used herein without definition shall have the respective meanings set forth in the License Agreement.

1.2 No Further Modification. Except as set forth herein, the License Agreement shall remain in full force and effect, without modification.

2. OEM SUBLICENSE PROVISIONS

2.1 Grant of Rights. Netscape hereby grants to Company the right to enter into agreements with, and grant all necessary rights to, original equipment manufacturers ("OEMs") of hardware and software whereby a version of the Dial-Up Version is made available simultaneously with the OEM's hardware and/or software in a manner allowing potential end-



BSC 00421
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users to register for Internet Services provided by Company, either individually or in conjunction with other ISPs ("OEM Agreements").

2.2 OEM Agreement Provisions Company's right to enter into OEM Agreements is subject to compliance by Company with the following terms:

2.2.1 Company will provide Netscape with written notice of any OEM Agreements within 30 days of execution thereof.

2.2.2 Company will require OEMs to include with any Dial-Up Versions an end-user license agreement in electronic or printed form that is at least as protective in all material respects as Netscape's end-user license agreement

2.2.3 Company will require that all OEMs use reasonable commercial efforts to ensure that quality of manufacture of copies of Dial-Up Versions manufactured by or under the direction of any OEM is at least equal to the industry standard for nationally distributed value-added software

2.2.4 OEM Agreements will expressly disclaim any warranties, support obligations and liability of Netscape, and will expressly disclaim the suitability of the Dial-Up Version for "high risk activities," as such term is defined in Netscape's end-user license agreement in effect as of the date hereof (provided that for the avoidance of doubt, as between Netscape and Company, the foregoing will not affect any warranties, support obligations or potential liability of Netscape or Company under the License Agreement).

2.2.5 Company's right to authorize OEMs to distribute any products outside the United States will be subject to compliance with all applicable export control regulations.

2.2.6 Company may provide OEMs with a version of the Dial-Up Versions which lacks the customized elements normally present when Company distributes such Dial-Up Versions, subject to section 2.2.7 below, and provided that such Dial-Up Version is customized to connect solely to an account server to register end-users for Company's Internet Services.

2.2.7 Dial-Up Versions may be distributed by OEMs (i) only in connection and bundled with distribution of the OEM's value added product, and (ii) only in connection and bundled with an opportunity for end-users to subscribe to Internet Services offered by Company individually or in conjunction with other ISPs; provided, however, that notwithstanding the foregoing OEMs shall have the limited right to provide as part of bona fide customer warranty service a replacement Dial-Up Version separately from a bundle package to any end-user that initially acquired a defective Dial-Up Version

BSC 00422
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as part of a bundle package obtained from such OEM. The marketing and configuration of any bundle products including the Dial-Up Versions must include value-added software or hardware such that the primary reason suggested to end-users to purchase the bundle is other than to acquire the Dial-Up Versions.

2.2.8 Company will have the right to authorize OEMs to utilize trademarks of Netscape in conjunction with distribution of the Dial-Up Versions, on the same terms and subject to the same restrictions applicable to Company's use of such Netscape marks.

2.2.9 Netscape will be an intended third party beneficiary of all OEM Agreements.

2.3 Netscape Obligations. To facilitate Company's ability to enter into OEM Agreements, Netscape will, no later than November 1, 1997, develop and implement a customization of the IAS which, upon being accessed by an end-user who has purchased the OEM's product, will display only a single offer of Internet Service, from Company or third parties approved by Company, depending on the telephone number of the end-user (the "Custom IAS"). Company will make available to Netscape an Area List and Code Information for the Custom IAS in the same manner as Company makes such information available for the IAS, and Company agrees that Company's Area List, Code Information and consumer offers will be identical under the IAS and Custom IAS. With respect to the Custom IAS, Netscape and Company agree that (i) end-users located within Company's Franchise Territory will be presented only with Company's Internet service offer, to the extent Code Information for such end-users appears on the Area List furnished by Company from time to time, or only with the offer of Concentric Network Corp. or other third party designated by Company in writing to the extent Code Information for such end-users does not appear on the Area List so supplied by Company; and (ii) Company's Internet service offer will not be presented on the Custom IAS outside Company's Franchise Territory. Netscape will provide Company with a mechanism by which Company may track registration activity on the Custom IAS in a manner allowing Company to calculate the number of customers acquired under each individual OEM Agreement.

2.4 Payments to Netscape. Company will pay to Netscape the sum of $1.40 per end-user subscriber acquired by Company and/or Concentric Network Corp. via the Custom IAS. Such amounts will accrue upon registration of each end-user and be payable quarterly at the same time as other payments are due to Netscape under the License Agreement. Netscape will not be entitled to any other amounts in connection with the development, maintenance or operation of the Custom IAS. Without limiting the foregoing, Netscape will not be entitled to IAS Bounties for customers acquired via the Custom IAS. Notwithstanding any implication to the contrary, however, Dial-Up Versions distributed pursuant to OEM Agreements shall be subject to Initial Fees and Subscription Fees to the extent provided in the License Agreement as amended hereby.

2.5 Post Term Obligations. Netscape will maintain the Custom IAS during the term of the License Agreement, as such may be extended or renewed from time to time. Following the

BSC 00423
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expiration or termination of the License Agreement, Netscape may terminate its obligation to maintain the Custom IAS six months after written notice to Company.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

NETSCAPE:	COMPANY:
Netscape Communications Corporation.	BellSouth.net Inc.
By: _____	By: S J Morgan
Title _____	Title: Vice President

BSC 00424
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