

**AMENDMENT ONE
TO
BILLING SERVICES AGREEMENT
BETWEEN
VERIZON AFFILIATES
AND
VERIZON SERVICES CORP.**

This Amendment One (this "Amendment"), dated as of October 1, 2008 (the "Amendment Effective Date"), amends the Billing Services Agreement, dated as of October 1, 2008, as amended and as in effect (the "Agreement"), between Verizon Services Corp., with offices at One Verizon Way, Basking Ridge, New Jersey 07920, on behalf of its affiliated Incumbent Local Exchange Carriers (individually and collectively, "Verizon") and the Verizon Affiliates listed in Attachments D1 through D6 of the Agreement (each individually a "Carrier" and collectively the "Carriers"). Verizon and Carriers may be referred to hereinafter each, individually, as a "Party" and, collectively, as the "Parties".

WITNESSETH:

WHEREAS, the pricing for the Supplemental Services of Rating as defined in the Agreement was inadvertently omitted from the Agreement; and

WHEREAS, the Carriers signing this Amendment are the only Carriers currently subscribing to Rating and are the only parties to the Agreement materially affected by this Amendment; and

WHEREAS, Verizon and the Carriers are willing to amend the Agreement as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto, intended to be bound, hereby agree as follows:

- 1. **Amendments to the Agreement.** Effective as of the Amendment Effective Date, Attachment B of the Agreement, entitled "Rates and Charges for the Services" is hereby amended by amending and restating the table entitled "Service Attachment 4 – Supplemental Services (Where Available)" as follows:

SA4.2	Per completed Billing Record
	Rating
	Per completed Billing Record

- 2. **Effective Date of the Amendment.** This Amendment shall become effective as of the Amendment Effective Date. Notwithstanding the foregoing, to the extent that any state (or District of Columbia) statute, order, rule or regulation or any regulatory agency having competent jurisdiction over any party to this Amendment requires that this Amendment be filed with or approved by such regulatory agency before the Amendment may be effective, this Amendment shall not be effective in such state (or

the District of Columbia) until the first Business Day after such approval or filing shall have occurred.

3. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in this Amendment and, except to the extent set forth in this Amendment, the rates, terms and conditions of the Agreement shall remain in full force and effect. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement.
4. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the rates, terms and conditions of the Agreement to the extent necessary to give effect to the rates, terms and conditions of this Amendment. In the event of a conflict between the rates, terms and conditions of this Amendment and the rates, terms and conditions of the Agreement, this Amendment shall govern.
5. Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
6. Captions. The parties hereto acknowledge that the captions in this Amendment have been inserted solely for the convenience of reference and in no way define or limit the scope or substance of any rate, term or condition of this Amendment.
7. Joint Work Product. This Amendment is a joint work product, and any ambiguities in this Amendment shall not be construed by operation of law against any party hereto.
8. Capitalized Terms. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Agreement.
9. Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the parties hereto.
10. Waivers. A failure or delay of any party hereto to enforce any of the provisions of this Amendment, or any right or remedy available under this Amendment, or at law or in equity, or to require performance of any of the provisions of this Amendment, or to exercise any option that is provided under this Amendment, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their authorized representatives, executed as of the Amendment Effective Date.

BELL ATLANTIC COMMUNICATIONS, INC.
d/b/a/ VERIZON LONG DISTANCE
NYNEX LONG DISTANCE COMPANY d/b/a
VERIZON ENTERPRISE SOLUTIONS

VERIZON SERVICES CORP.

By: *Vincent J. Woodbury*

By: _____

Name: Vincent J. Woodbury

Name: _____

Title: President -
Bell Atlantic Communications, Inc. d/b/a
Verizon Long Distance and
NYNEX Long Distance Company d/b/a
Verizon Enterprise Solutions

Title: _____

Date: 10.29.08

Date: _____

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their authorized representatives, executed as of the Amendment Effective Date.

BELL ATLANTIC COMMUNICATIONS, INC.
d/b/a/ VERIZON LONG DISTANCE
NYNEX LONG DISTANCE COMPANY d/b/a
VERIZON ENTERPRISE SOLUTIONS

VERIZON SERVICES CORP.

By: _____
Name: _____
Title: _____
Date: _____

By: Amy Steing
Name: [Signature]
Title: Director
Date: 10-1-08

Exhibit A
to Amendment One

[Attached]

SA4.2 Per completed Billing Record	\$ [REDACTED]
Rating	
Per completed Billing Record	\$ [REDACTED]