

SALES AND MARKETING AGREEMENT

AMENDMENT NO. 8

This Amendment No. 8 to the Sales and Marketing Agreement (the "Agreement") is hereby made on this 29th day of March, 2004, by and among the Verizon Telephone Operating Companies ("Verizon") as listed in Attachment A, with an address for this Agreement at 600 Hidden Ridge, Irving, Texas 75038, Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance, a Delaware corporation with offices at 1320 N. Courthouse Road, 9th Floor, Arlington, Virginia, 22201 ("VLD") and NYNEX Long Distance Company d/b/a Verizon Enterprise Solutions, a Delaware corporation with offices at 1166 Avenue of the Americas, New York, New York, 10036 ("VES") (hereinafter VLD and VES are referred to collectively or individually as "VZ LD Companies"). Verizon and VZ LD Companies are hereinafter referred to collectively as the "Parties" or individually as a "Party".

WHEREAS, Verizon and VZ LD Companies entered into the Sales and Marketing Agreement on June 1, 2001 which has been amended by Amendments 1 through 7 ("Agreement"); and

WHEREAS, Verizon and VZ LD Companies desire to further amend the Agreement to revise and add certain services and compensation terms; and

NOW THEREFORE, in consideration of the mutual promises set forth below, Verizon and VZ LD Companies, intending to be legally bound hereby, agree as follows:

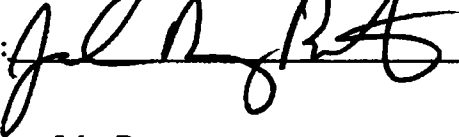
The Parties hereby add to Appendix B: Compensation Sales and Marketing Services, 10. Network Services - Description of Services and Compensation which is incorporated into this Amendment by reference and shall be made part of the Agreement effective January 01, 2003.

2. If under applicable law, this Amendment or notice thereof must be filed with, and/or approved by a governmental entity, including but not limited to a state public utility commission, this Amendment shall not become effective with respect to the jurisdiction having such requirements until such filing and/or approval have occurred.
3. Except as set forth in this Amendment, the Agreement remains in full force and effect.

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IN WITNESS WHEREOF, the Parties have caused this Amendment 08 to be signed by their authorized representatives, executed as of the date first written above.

**BELL ATLANTIC
COMMUNICATIONS, INC.
D/B/A VERIZON LONG DISTANCE,
NYNEX LONG DISTANCE COMPANY
D/B/A VERIZON ENTERPRISE SOLUTIONS**

By: 

**Name: John Broten
Title: Executive Director
President – Bell Atlantic Communications,
Inc. d/b/a Verizon Long Distance and NYNEX
Long Distance Company d/b/a Verizon Enterprise
Solutions**

**VERIZON TELEPHONE
OPERATING COMPANIES**

By: _____

Name: Cheryl Mongell

**Title: Vice President - Network Services
Verizon Telephone Operating Companies**

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IN WITNESS WHEREOF, the Parties have caused this Amendment 08 to be signed by their authorized representatives, executed as of the date first written above.

BELL ATLANTIC
COMMUNICATIONS, INC.
D/B/A VERIZON LONG DISTANCE,
NYNEX LONG DISTANCE COMPANY
D/B/A VERIZON ENTERPRISE SOLUTIONS

By: _____

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

VERIZON TELEPHONE
OPERATING COMPANIES

By: Cheryl Mongell

Name: Cheryl Mongell

Title: Vice President - Network Services
Verizon Telephone Operating Companies

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APPENDIX B: COMPENSATION SALES AND MARKETING SERVICES

10. NETWORK SERVICES - DESCRIPTION OF SERVICES AND COMPENSATION

Verizon employees who do not participate in any other Verizon sales incentive compensation plans will be compensated for sales referrals for VZ LD Companies' products and services.

Verizon	Service/ Employee Title	Number of ILEC ¹ Employees	Rate	Basis for Rate	Frequency of Transaction	Length of Time to Complete Transactions
Verizon	Outside Plant Technician	0 - 7,681	\$6.30 per referral	FDC ²	Occasionally	N/A ³
Verizon	Outside Plant Engineers	0 - 3,177	\$12.60 per referral	FDC	Occasionally	N/A
Verizon	Repair Associates	0 - 3,800	\$5.46 per referral	FDC	Occasionally	N/A
Verizon	Voice Associates	0 - 510	\$5.46 per referral	FDC	Occasionally	N/A
V-SW ⁴	NOREC ⁵ Employees	0 - 272	\$3.92 per referral sold	FDC	Occasionally	N/A

Taxes

VZ LD Companies shall compensate Verizon to offset tax consequences of incentives provided by Verizon to its employees in connection with this Agreement ("Tax Gross Up"). Verizon will determine the Tax Gross Up based on the fair market value of the incentive provided to Verizon employees and the tax rates applicable under law.

¹ ILEC means Incumbent Local Exchange Carrier.

² FDC means Fully Distributed Costs in which Services are provided at the higher of the Estimated Fair Market Value (EFMV) and Fully Distributed Cost (FDC). FDC rates are fully loaded rates which include the costs of material and all direct and indirect miscellaneous and overhead costs.

³ NA used with Length of Time to Complete Transactions means Not Applicable since there are no hourly rates associated with the services or the services are provided at tariff rates.

⁴ V-SW is GTE Southwest Inc. d/b/a Verizon Southwest.

⁵ NOREC means the National Order Record Entry Center

ATTACHMENT A - VERIZON TELEPHONE OPERATING COMPANIES

Verizon California Inc. ("V-CA")
Verizon Florida Inc. ("V-FL")
Verizon Hawaii Inc. ("V-HI")
Verizon North Inc. ("V-NO")
Verizon Northwest Inc. ("V-NW")
Verizon South Inc. ("V-SO")
Verizon West Coast Inc. ("V-WC")
GTE Southwest Inc. d/b/a Verizon Southwest ("V-SW")
Contel of the South, Inc. d/b/a Verizon Mid - States ("V-MS")

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Officer Certification Statement

I certify that I am an officer of Verizon California Inc., Verizon Florida Inc., Verizon Hawaii Inc., Verizon North Inc., Verizon Northwest Inc., Verizon South Inc., Verizon West Coast Inc., GTE Southwest Inc. d/b/a Verizon Southwest, Contel of the South, Inc. d/b/a Verizon Mid-States (the "Verizon ILECs"); that I have examined the attached Sales and Marketing Agreement Amendment No. 8; and that to the best of my knowledge, information and belief, all information contained in the agreement is true and is an accurate statement of the affairs the Verizon ILECs with respect to the specified transaction with Verizon Long Distance and Verizon Enterprise Solutions over the period of time noted on the agreement.

Name (printed): Edwin F. Hall

Title: Controller

Company: Verizon California Inc., Verizon Florida Inc., Verizon Hawaii Inc., Verizon North Inc., Verizon Northwest Inc., Verizon South Inc., Verizon West Coast Inc., GTE Southwest Inc. d/b/a Verizon Southwest, Contel of the South, Inc. d/b/a Verizon Mid-States

Signature: Edwin F. Hall

Date: 4/8/04