

**AMENDMENT NO. 1 TO TECHNICAL SERVICES AGREEMENT**

This Amendment No. 1 ("Amendment") is made as of this 4 day of May, 1999, by and between Bell Atlantic Communications, Inc., a Delaware corporation, with offices at 1320 N. Courthouse Road, 9<sup>th</sup> Floor, Arlington, Virginia 22201 ("Bell Atlantic"), and Bell Atlantic Network Services, Inc., a Delaware corporation, with offices at 1310 N. Courthouse Road, Arlington, Virginia 22201, on behalf of New York Telephone Company, d/b/a Bell Atlantic - New York ("NYT").

WHEREAS, NYT and Bell Atlantic entered into a Technical Services Agreement on December 2, 1998 ("Agreement"), under which the parties tested the operational readiness of certain sales, ordering, billing, collection, fraud prevention and other functions that will be performed by NYT for Bell Atlantic in connection with Bell Atlantic's provision of long distance services to consumers after Bell Atlantic obtains regulatory approvals; and

WHEREAS, NYT and Bell Atlantic desire to amend the Agreement to test similar functions that will be performed by NYT for Bell Atlantic in connection with Bell Atlantic's provision of long distance services to business customers after Bell Atlantic obtains regulatory approvals;

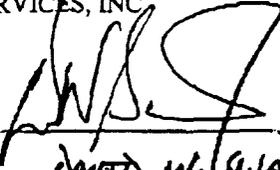
NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound, Bell Atlantic and NYT agree as follows:

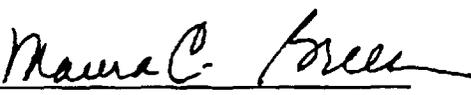
1. The first sentence of the section entitled "TERM" is hereby amended to state as follows: "This Agreement shall become effective as of the date set forth above and, except as otherwise provided in this Agreement, shall remain in effect until April 30, 2000.
2. Appendix A of the Agreement is hereby amended by adding the attached Appendix A entitled: "TECHNICAL SERVICES AGREEMENT, OPERATIONAL READINESS TESTING, BUSINESS VOICE, LAYER 2A." Attached Appendix A is hereby made a part of this Amendment.
3. Appendix B of the Agreement is hereby amended by adding the attached Appendix B entitled: "COMPENSATION." Attached Appendix B is hereby made a part of this Amendment.
4. All other terms and conditions of the Agreement shall remain unchanged by this Amendment and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be signed by their respective authorized representatives, effective as of the date first written above.

BELL ATLANTIC NETWORK SERVICES, INC

BELL ATLANTIC COMMUNICATIONS, INC.

By:   
 Name: DAVID W. SWAN JR  
 Title: Vice President

By:   
 Name: Maura C. Breen  
 Title: President & CEO

## **APPENDIX A**

**TECHNICAL SERVICES AGREEMENT**  
**OPERATIONAL READINESS TESTING**  
**BUSINESS VOICE**  
**LAYER 2A**

## NYT SERVICES AND SYSTEMS

### Systems

**NYT will use the following systems for the purposes of operational readiness testing ("ORT") of the service order entry, provisioning, billing, customer care, collections, and fulfillment related programming and processes. Programming was provided under separate agreements between the parties**

#### Express Track Systems

- Telecom Database - Stores Customer / Product information for billing.
- Account Receivable (AR) - Processes remittances & adjustments
- Trading Post Framework (TPF) manages and stores all product and data rules.
  - Product Repository - Available products & rating and tax information
  - Network Availability Data - stores switch type information on individual products
- Pricing Manager - Begins bill cycle, rating, discounting and taxing. Functions include:
  - Triggers - determines the accounts to process.
  - Rating - Rates customer monthly billed products from database information
  - Discounting - applies discounts to qualified products.
  - Taxing - Figure tax on charges
- Event Processing Systems - Functions and sub-systems Include:
  - Usage Collection - Collects toll detail from network
  - Usage Rating - Rates collected call detail records
  - Event PreProcessor (LD-PP) - connects to BillDATS to receive LD usage, does initially editing, guiding, and formatting of usage.
  - EPS Router - Routes to either CRE or PAR (or MCRIS/BAUI/USBI for casual)
  - Post and Rate (PAR) - Rates & taxes LD casual usage and rates all express customer usage using product and plan information.
  - Bill Day Pricing (BDP) - Calculates plan discounts and provides all billable usage data to Pricing Manager
  - Flexible Price Processing (FPP)
- Media Manager - Generates bill to be sent to customer and generates data feed for alternative media option of invoice billing to legacy (One envelope choice). Creates data feed (GIF file) to AR and MS-LD.
- ExpressTOUCH (Bill Inquiry/Adjustment)
- ExpressCOLLECT - Performs credit analysis and treatment
- Input Manager Non Service Order
- ExpressREADY - Receives invoice ready usage from IXC Invoice Billing Systems (IBS)
- Service Express - Front end Ordering and Provisioning System for Large and General Business customers.
  - Network Availability - Validates capacity for this customer's products
  - Order Entry - Validates and processes customer orders for products and services
  - Interfaces with Finalist to validate addresses
  - Interfaces to fulfillment vendor
- NRC Engine (Non Recurring Charge) - Calculates One Time Charges for service requests.
- Order Management and Provisioning - Sends service request information to the local and long distance network provisioning systems. It includes the following:
  - Order Manager (OM) - reformats requests from Service Express for input to XSOG. Sends requests to XSOG. Posts completion back from SOM and long distance network when complete.

- Express Service Order Generator (XSOG) – Accepts OM output and builds local and long distance service orders.
- Bell Atlantic Service order Editor (BASE) – Validates XSOG local output.
- Service Order Manager (SOM) – Manages local service orders through provisioning.
- expressGateway – Accepts data from external vendor sources and local PIC care transaction and provides information to expressSERVER.
- expressHELP – Online HELP facility for expressTRAK user functions.
- expressSERVER – Accepts externally generated long distance orders and processes them through to billing.
- ExpressCARS – Extracts data from expressTRAK files and tables and feeds Legacy reporting systems to produce the following report types.
- Usage Reporting (Directory Assistance, Coin Phone Calls, etc.)
- Statistical Reporting (Reports on service orders)
- Miscellaneous Customer Account Reporting (Late Payment Charges, USOC summaries, etc.)
- Data Conversion – Converts product and customer data from Legacy to expressTRAK formats.

### Other Systems

- Sales Service Negotiations System (SSNS) – Front end negotiation, ordering and provisioning system for General Business and Residential customers.
- SAV Gateway – Service Order Processor to ACTIVIEW gateway and external PIC care processing
- BASES – (Bell Atlantic Services Exchange System) - a web based tool used by third party Agents to transmit service requests to Bell Atlantic.
- Compensation Systems
  - CASH – LD (Compensation and Sales Horizons)
  - SRTS – (Sales Results Tracking System)
  - NBEST – (North Business Entity Sales Tracking)

## Telephone Service

NYT will provide BELL ATLANTIC with the following telephone services pursuant to filed and effective tariffs or generally available terms and conditions.

- A minimum total of 500 Working Telephone Numbers (WTNs) will be allocated to ORT for the following test locations.
- The WTNs must be obtained as individually billable so that they are **NOT** grouped into a single bill.
- Single and multiple WTNs will be established as single bills as part of BELL ATLANTIC ORT scenarios.
- Initially 468 of these WTNs will be allocated but not provisioned (no dial tone) to be used at Bell Atlantic Global Networks, Inc. (BA-GNI) facilities located at 5030 Broadway NYC. These WTNs will be disconnected 30 days after the end of the ORT.
- Initially 32 of these WTNs (1MB Class of Service) will be installed (RJ11 termination & Dial Tone) at 1372 Broadway, 8<sup>th</sup> Floor, MIC.
- Additional WTNs may be required for comprehensive testing and will be provided in accordance with this Agreement upon request by Bell Atlantic.
- The WTNs will be allocated so that they are dispersed among multiple bills across the entire month.

STATE	LOCATION	# LINES	COMMENTS
New York	1372 Broadway 8 <sup>th</sup> Floor MIC	32	Real WTNs - Full install (RJ11 termination & dial tone)
	5030 Broadway	468	Real WTNs - Allocated to ORT - no install

Telephone service installation will occur on standard intervals available to retail business customers of NYT.

The WTNs will be Non-Published and Non-Listed. WTN suspension or disconnection will occur at the request of BELL ATLANTIC in accordance with applicable tariffs.

Completion of test WTN installation must be on or before the commencement of ORT for the BATELCO jurisdiction except for WTNs associated with new (N) order test scenarios.

*No InterLATA services will be provided to external customers in connection with this Agreement and the ORT.*

### Purpose

BELL ATLANTIC will use the WTNs to test system functions associated with the order entry and provisioning of BELL ATLANTIC LD service orders, related account activity data exchanges, interactions between NYT and BELL ATLANTIC'S underlying network provider and to facilitate the generation of test calls by BELL ATLANTIC testers.

Test calls will be made by BELL ATLANTIC testers to approved BELL ATLANTIC test locations and will generate Call Detail Records (CDRs) for delivery from BELL ATLANTIC'S underlying network provider to NYT for testing the editing, rating and billing functions of the systems.

### Scope

Test calls will be placed by BELL ATLANTIC over lines provided by NYT at times agreed upon by the parties.

## **Service Centers**

NYT will participate in an ORT of NYT Sales, Acquisition, Care and Service platforms in connection with long distance service sales, customer inquiry, and ordering functions. During the term of this Agreement and the ORT, no functions will be performed involving actual BELL ATLANTIC or NYT external customers.

Commencing on dates agreed upon by the parties and using test scenarios provided by BELL ATLANTIC and agreed to by NYT, ORT will occur for each of the functions described below, for a minimum of 60 days.

### **General Business Service Center (GBSC) / Large Business Service Customer Care Center (LBSC) / Business Account Team Center (BATC)**

The NYT General Business Service Centers (GBSCs), Large Business Service Customer Care Centers (LBSCs), Business Account Team Center (BATC) will support Sales and Care functions for all BELL ATLANTIC plans and promotions set forth in the test scenarios to be provided by BELL ATLANTIC for New (N), Change (C), Record (R) and T&F orders for Bell Atlantic long distance services. The number and type of accounts to be established will be defined in the test case scenarios.

Functions subject to testing will include establishing accounts for single line and multiple line customers, processing LD service orders, identifying and correcting ordering errors, capturing information for sales, ordering, and billing purposes, generation of files and records for sales, ordering, and billing purposes and methods and procedures reviews for the foregoing functions.

***BELL ATLANTIC will provide NYT with the test case scenarios to test the following systems processes and flows:***

#### ***Order Entry***

NYT will provide the capability to enter BELL ATLANTIC LD service orders into the NYT Service Order Negotiations systems at the NYT sales channels. NYT will also provide Account Maintenance Service to BELL ATLANTIC. Account Maintenance is the maintenance and transmittal of specific information, in Customer Account Record Exchange (CARE) format, regarding BELL ATLANTIC ORT Test Account accounts which have selected BELL ATLANTIC as their Primary Interexchange Carrier (PIC).

#### **Acquisition**

Establish a BELL ATLANTIC long distance customer account, plan and promotion record for N, C, T&F and R orders.

- Test and monitor LD service order entry process.
- View LD customer record and account information.
- Identify, track and resolve all error conditions.
- View and adjust BELL ATLANTIC monthly recurring and non-recurring charges that will be systematically generated on specific BELL ATLANTIC plan offerings.
- Issue orders to disconnect the test accounts that will be generated during the ORT and view final bills associated with the test accounts. NYT will generate a paper copy of the bill and mail the paper bill copy to BELL ATLANTIC for all test accounts established and all bills will be resident in the NYT billing system.

These orders will be processed using the jurisdictional sales and service negotiation and service order entry systems, and provisioned with all errors identified and corrected within the timeframes agreed upon by BELL ATLANTIC and NYT.

#### **Customer Care**

BELL ATLANTIC will provide NYT with test case scenarios for the purpose of testing the capabilities of the GBSC, LBSC, BATC Sales/Service Representatives and systems. The scope of the tests will include

the ability to enter N, C, R and T&F orders, establish and/or change a customers' plan, promotion, product or service for both new BELL ATLANTIC long distance customers and/or existing BELL ATLANTIC long distance customers that were established with the acquisition test cases.

These orders will be processed and provisioned with all errors identified and corrected within the timeframes agreed upon by BELL ATLANTIC and NYT.

**BELL ATLANTIC Telemarketing Vendors**

Upon turn-up of a BELL ATLANTIC telemarketing vendor, BELL ATLANTIC will provide the NYT GBSCs with additional test case scenarios. These scenarios will test error identification and correction processes and process flows between BELL ATLANTIC, NYT and the telemarketing vendor. NYT will perform test case scenarios agreed upon by the parties at times agreed upon by the parties.

During ORT all CARE 960 records will be transmitted to the BACI/GNI Back Office for processing. Errors in BELL ATLANTIC telemarketing vendor orders will be transmitted to BELL ATLANTIC for corrective action. NYT will not be responsible for correction of such errors.

**Fulfillment**

NYT will support BELL ATLANTIC fulfillment requirements agreed to by NYT by providing, at times agreed upon by the parties, for the capture, recording, generation and transmission to the BELL ATLANTIC fulfillment vendor of files and records associated with the generation and/or resends of informational kits, welcome packages and fulfillment related to BELL ATLANTIC marketing programs.

**Billing**

BELL ATLANTIC will generate calls on the test WTNs to multiple locations for multiple duration times. NYT will receive call detail records for the test calls via a feed from BELL ATLANTIC'S underlying network provider. The BELL ATLANTIC underlying network provider will provide NYT with unrated call detail records according to a schedule agreed upon by the parties.

**Message Editing and Rating Service**

BELL ATLANTIC shall cause its underlying network provider to record and convert LD test messages into BellCORE Standard Exchange Message Interface (EMI) Call Detail Records and shall cause its underlying network provider to transport said records to NYT. Call Detail Records transmitted by BELL ATLANTIC'S underlying network provider will be in an unrated format. Rating, pricing, and determination and application of monthly and non recurring charges and taxes will be performed by NYT using product, plan, promotions, and taxing guidelines provided by BELL ATLANTIC or its underlying network provider. NYT shall be responsible for performing the rating of the Call Detail Records and shall apply the applicable credits and taxes associated with the Call Detail Records. BELL ATLANTIC shall provide the rate table to be used for rating such messages.

**Types of Messages Billed**

As part of this Agreement, NYT shall provide test billing for the following types of BELL ATLANTIC test calls provided such test calls are made by BELL ATLANTIC.

- (a) Sent Paid
- (b) Operator Assisted
- (c) Calling Card
- (d) Directory Assistance
- (e) Direct Dial Domestic and International
- (f) Toll Free Service
- (g) Casual Usage

NYT shall transmit to BELL ATLANTIC reports that identify those Call Detail Records which can be processed and those which cannot. If any transmission of Call Detail Records delivered by BELL ATLANTIC to NYT fails the NYT edits; NYT shall notify BELL ATLANTIC.

### **Invoice Billing**

NYT shall prepare and mail test bills to BELL ATLANTIC for ORT Test Accounts and shall post charges to the appropriate accounts in accordance with NYT procedures. Said bills will include charges for BELL ATLANTIC test calls and other charges billed by NYT to test accounts, if any. BELL ATLANTIC's corporate logo and name in formats agreed upon by the parties will be displayed on the BELL ATLANTIC pages of the BELL ATLANTIC ORT Test Account bill.

### **Toll Inquiry Service**

BELL ATLANTIC will provide test scenarios to test NYT's toll inquiry and adjustment processes. NYT will carry out test scenarios agreed to by the parties at times agreed upon by the parties.

In order to test inquiry and adjustment services, the following processes and procedures will be applied by NYT.

#### Inquiry and Adjustment Process

- Upon inquiry from a BELL ATLANTIC ORT Test Account, NYT shall respond in a manner consistent with the procedures applied by NYT on its own behalf for a like or similar service and in accordance with appropriate regulatory requirements or directives, if any.
- Where available, NYT will report each adjustment via the mechanized I.E.C./IC memo which is further described in the NYT Billing and Collections Operations Manual. This manual will be provided to BELL ATLANTIC by NYT. Only terms in the manual relevant to the ORT shall apply to this Agreement.

NYT will process and adjust the test accounts and provide BELL ATLANTIC with reports displaying disposition codes by adjustment type.

### **Bill Message Service**

NYT will test Bill Message Service under test scenarios provided by BELL ATLANTIC and agreed upon by the parties. Tests will be carried out at times agreed upon by the parties. Bill Message Service consists of NYT's printing of BELL ATLANTIC developed marketing messages on the BELL ATLANTIC bill page. Such messages will contain informational or promotional announcements about BELL ATLANTIC services or about BELL ATLANTIC sponsored services of third parties as agreed to by the parties. Additional details regarding NYT's Bill Message Service are set forth in section 14 of the NYT Billing and Collections Operations Manual.

### **Collections**

BELL ATLANTIC will provide NYT with test case scenarios to test the NYT collections process as outlined in the NYT Billing and Collections Operations Manual. NYT will perform test case scenarios agreed upon by the parties at times agreed upon by the parties.

### **Remittance Processing**

BELL ATLANTIC will provide test cases to test the NYT payment remittance process for promotional check processing and bill payments. NYT will perform test cases agreed upon by the parties at times agreed upon by the parties.

## **APPENDIX B**

### **COMPENSATION**

## RATES

In consideration of NYT's provision of the Services in accordance with this Agreement, BELL ATLANTIC will pay NYT the following rates. The rates set forth below constitute the exclusive compensation due NYT for all Services described in Appendix A, including, but not limited to, use of all systems set forth in Appendix A by all NYT provided personnel.

### Telephone

BELL ATLANTIC will pay NYT for tariffed telephone services pursuant to the rates set forth in the following filed and effective NYT tariffs

#### Tariff P.S.C - No. 900 -- Telephone

##### Section 1 - GENERAL RULES AND REGULATIONS

##### R. LOCAL SERVICE CHARGES PER MONTH (Cont'd)

##### #3. Basic Schedule of Group Rates (Cont'd)

##### b. MESSAGE RATE LINES, EACH

(2) Business - 1MB

- Individual

- Auxiliary

#### Tariff P.S.C No. 900 - Telephone

##### Section 14 - CONNECTION, RESTORABLE AND CONSTRUCTION CHARGES

##### A. SERVICE CONNECTION CHARGES (Cont'd)

##### 2. Regulations (Cont'd)

a. Service Charge or Record Order Charge (Cont'd)

b. Premises Visit Charge

c. Central Office Line or Port Charge

##### 3. Schedule of Charges

(1) Service Charge Record Order Charge

- Business

(2) Premises Visit Charge

- Business

(3) Central Office Line or Port Charge

- Business

#### Tariff F.C.C. No. 1 - ACCESS SERVICE

##### 31. The NYNEX Telephone Companies Rates and Charges (Cont'd)

##### 31.4 End User Access Service

##### 31.4.1 End User Common Line (EUCL)

- Multiline Business Subscriber Rates

- Individual line or trunk, each

(D) New York/Connecticut

##### 31.4.2 End User Common Line (EUCL)

- Single Line Business Subscriber

- Individual line or trunk, each

(A) New York/Connecticut

##### 31.4.7 Presubscribed Interexchange Carrier Charge (PICC)

- Multiline Business Subscriber

- Individual line or trunk, each

(A) New York/Connecticut

##### 31.4.9 Presubscribed Interexchange Carrier Charge (PICC)

- Single Line Business Subscriber

Individual line or trunk, each  
(B) New York/Connecticut

Tariff NY PSC No. 900, Section 1 - General Rules and Regulations  
B.2. Connection of Customer-Provided Non-Key Equipment  
3. Rates  
Standard Network Interface (NW1)

Tariff NYNEX FCC #1, Section 31.13.4(A)(1) Presubscription Change Charge

BELL ATLANTIC will pay NYT for the following non-tariffed services at the prevailing market rates set forth below.

Time Charges (prevailing market) \$142.76 for the first hour  
\$45.68 for each subsequent half hour

Materials Charges - 1 jack (prevailing market) \$25.13/jack & wiring

Entrance Bridge (prevailing market) \$8.00/access line

**Service Centers**

**General Business Service Center (GBSC), Order Entry, Acquisition, Customer Care, Bell Atlantic Telemarketing Vendor Support**

**Large Business Service Centers (LBSCs), Order Entry, Customer Care**

**Business Account Team Center (BATC) Order Entry, Customer Care**

The following rates apply for performance of functions further described in Appendix A:

Employee Title	Number			Rate
	GBSC	LBSC	BATC	
Special Assistant	1 to 20	1 to 20	1 to 20	\$350.00 each per day per employee
Service Representative	1 to 20	1 to 20	1 to 20	\$335.00 each per day per employee
Service Design Engineer	N/A	1 to 20	1 to 20	\$380.00 each per day per employee
Special Service Representative	N/A	1 to 20	1 to 20	\$510.00 each per day per employee

**Fulfillment**

Vendor Notification \$0.50/account

**Billing:**

Message Editing and Rating Service \$0.03/bill

**Invoice Billing (includes collections and remittance processing)**

Price per Bill \$1.00/bill  
(Includes up to 25 messages)  
Price per message 26 - 100 messages \$0.005/message  
Over 100 messages \$0.0025/message

Toll Inquiry Service \$0.05/message  
Bill Message Service \$0.045/message

**BELL ATLANTIC Telemarketing vendor order input using:**

BASES \$0.60/order

**Travel:**

- Travel expenses will be paid at the actual amount incurred per employee.
- Meal expenses will be paid at actual amount incurred, not to exceed \$60.00 per day per employee.
- Hotel expenses will be paid at actual amount incurred, not to exceed \$400.00 per day per employee.

**AMENDMENT NO. 2 TO TECHNICAL SERVICES AGREEMENT**

This Amendment No. 2 ("Amendment") is made as of this <sup>15<sup>TH</sup></sup> day of August 1999, by and between Bell Atlantic Communications, Inc., a Delaware corporation, with offices at 1320 N. Courthouse Road, 9<sup>th</sup> Floor, Arlington, Virginia 22201 ("Bell Atlantic") and Bell Atlantic Network Services, Inc., a Delaware corporation, with offices at 1310 N. Courthouse Road, Arlington, Virginia 22201, on behalf of New York Telephone Company, d/b/a Bell Atlantic - New York ("NYT").

WHEREAS, NYT and BACI entered into a Technical Services Agreement on December 2, 1998 ("Agreement"), as amended by BACI and NYT on May 4, 1999, under which the parties tested and will test the operational readiness of certain sales, ordering, billing, collection, fraud prevention and other functions that will be performed by NYT for Bell Atlantic in connection with Bell Atlantic's provision of long distance services after Bell Atlantic obtains regulatory approvals; and

WHEREAS, NYT and Bell Atlantic desire to further amend the Agreement to conduct additional testing for similar functions that will be performed by NYT for Bell Atlantic in connection with Bell Atlantic's provision of long distance services to consumers after Bell Atlantic obtains regulatory approvals;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound, Bell Atlantic and NYT agree as follows:

1. Appendix A of the Agreement is hereby amended by adding the attached Appendix A entitled: "TECHNICAL SERVICES AGREEMENT, OPERATIONAL READINESS TESTING, STRESS AND VOLUME TEST." Attached Appendix A is hereby made a part of this Amendment. The services and functions set forth in attached Appendix A will be performed in addition to services and functions for consumer operational readiness testing set forth in the Agreement.

2. Appendix B of the Agreement is hereby amended by adding the attached Appendix B entitled: "COMPENSATION, STRESS AND VOLUME TEST." Attached Appendix B is hereby made a part of this Amendment. The compensation set forth in attached Appendix B shall apply in addition to the compensation for consumer operational readiness testing set forth in the Agreement. The compensation set forth in attached Appendix B for telephone numbers (TN's) that are not installed in central offices and are not associated with actual telephone lines shall apply to TN's set forth in this and all other testing agreements between the parties under which such TN's are provided in lieu of compensation for TN's set forth in such other agreements. The compensation for network interface jack installations set forth in attached Appendix B shall apply to this and all other testing agreements between the parties under which such network interfaces are provided in lieu of compensation for such interfaces set forth in such other agreements.

3. The compensation for a NYT Sales/Service Representative set forth in section 1.2.1 of original Appendix B to the Agreement relating to compensation for consumer operational readiness testing is hereby changed from "\$273.00" to "\$383.93." This compensation change shall also apply to all other testing agreements between the parties under which Sales/Service Representatives are provided in lieu of compensation for such Sales/Service Representatives set forth in such other agreements.

4. All other terms and conditions of the Agreement shall remain unchanged by this Amendment and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be signed by their respective authorized representatives, effective as of the date first written above.

BELL ATLANTIC NETWORK SERVICES, INC.

BELL ATLANTIC COMMUNICATIONS, INC.

By: [Signature]  
Name: [Signature]  
Title: President

By: [Signature]  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **APPENDIX A**

### **TECHNICAL SERVICES AGREEMENT OPERATIONAL READINESS TESTING STRESS and VOLUME TEST**

## NYT SYSTEMS AND SERVICES

### Systems

NYT, in accordance with test scenarios to be provided by BELL ATLANTIC and agreed to by NYT and pursuant to test schedules agreed upon by BELL ATLANTIC and NYT, will use the following systems for the purposes of operational readiness testing ("ORT") the service order entry, provisioning, billing, customer care, collections, and fulfillment related programming and processes. No sales will be made to actual long distance customers and no long distance services will be provided to actual long distance customers during testing under this Agreement.

- Telsam – A subsystem that produces sample files for Third Party Vendor Customer Care Index (CCI) surveys
- MS-LD - (Marketing Systems-Long Distance) for prospect and contact information, list generation, completed service orders, fulfillment status information, marketing program information, billing and usage information, and contact disposition and results
- Collection systems/processes
  - Toll Usage Caps (TCL) - - Monitors toll usage, rates calls and passes a block to MTAC when the threshold is reached.
  - MTAC (Automated Blocking) – Mechanized Treatment and Collections automates suspend, restore, blocking and terminating functions that are normally done by a service representative.
- Bell Atlantic Fraud Management Systems – BA Fraud Prevention Center monitors toll traffic and signals alerts when thresholds or parameters are met. The center blocks and restores dial one and calling card services.
- LDPP – Long Distance Pre-processor - Reformats and routes Call Detail Record information for input to billing systems.
- LDCS – Long Distance Commissions System (sales compensation)
- INTEGRIS – repository for customer satisfaction survey results
- BARAT – Bell Atlantic Regional Appeals Tracking – stores customer complaint information.
- Online Job Aid – companion system to BMEX (Business Marketing Exchange) for online reference material for Residence Service Center service representatives.
- ACD/VRU - front end queue for test calls which involve real-time role-play of various sales, ordering, and customer inquiry scenarios between a BELL ATLANTIC employee, acting as an end-user customer, and an RSC representative

## **Telephone Services**

NYT will provide BELL ATLANTIC with up to 5350 Telephone Numbers (TN's) from central offices determined by NYT for purposes of carrying out test scenarios agreed upon by the parties under this Agreement. The assignment of these TNs is temporary in nature and is subject to availability of numbers and related resources. All but 205 of the available TN's will be disconnected by NYT and available for use by NYT at the conclusion of testing but in any event no later than October 12, 1999. The remaining 205 TN's will be disconnected and available for use by NYT no later than November 21, 1999.

350 of the foregoing TN's, if available, will be installed in related central offices by NYT but will not be provisioned with local loops. The remaining available TNs will be provided without central office installation or local loops.

NYT will also provide 175 telephone lines under applicable NYT tariffs. These telephone lines will be provisioned as residential class of service lines but BELL ATLANTIC will pay for such lines at applicable tariffed rates for business class of service lines. These telephone lines will be installed by NYT at locations designated by BELL ATLANTIC in New York. NYT will provide Bell Atlantic tariffed three-way calling service on two lines.

Before full testing proceeds under this Agreement, the parties will conduct a preliminary test using up to 50 TN's with central office installation and without such installation pursuant to a test scenario agreed upon by the parties. If the preliminary test results in channel, system, or telephone network troubles, NYT reserves the right to suspend all testing under this Agreement until such troubles are resolved to the reasonable satisfaction of NYT. If the preliminary test results do not result in such troubles and are deemed successful by the parties, then additional testing may proceed pursuant to the Agreement.

## **Network Provisioning Support**

For TN's installed in the central office as described above, NYT agrees to provide the following support:

- Monitoring service order activity and provisioning accuracy of orders for test period by NYT Recent Change Management Administration Center and Mechanized Loop Assignment Center staff personnel
- Root Cause Analysis of provisioning failures and communication of failures to NYT Project Manager.
- Development of test notifications to NYT RCMAC personnel.
- Monitoring by NYT Frame Maintenance Center (FMC) staff.
- NYT Field Engineering personnel designing NYT network facilities.
- NYT Construction Labor personnel responsible for implementing NYT network designs.

## **Residence Service Center (RSC)**

Per test case scenarios provided by BELL ATLANTIC and agreed upon by the parties, the NYT Residence Service Centers (RSCs) will perform the following activities in addition to those stated in previous Operational Readiness Testing agreement(s) between the parties:

- Live Call Negotiations – which involves a real-time role-play of various sales, ordering, and customer inquiry scenarios between a BELL ATLANTIC employee, acting as an end-user customer, and an RSC associate.
- Third Party Verification (TPV) service on applicable orders using independent, non-affiliated suppliers agreed upon by the parties

BELL ATLANTIC will make inbound test calls using tariffed telephone services provided under this Agreement to RSC representatives to test NYT sales and customer inquiry services. BELL ATLANTIC will also make outbound test calls using the services purchased above to test the services of BELL ATLANTIC's long distance network providers. The number and type of test calls will be defined in the test case scenarios agreed upon by the parties.

The RSC will conduct service observations during the portion of the test relating to long distance service sales, according to NYT standards. Service observation reports relating to long distance service sales will be shared with BELL ATLANTIC for BELL ATLANTIC accounts only. The format, contents, and schedule for such reports will be agreed upon by the parties.

The RSC will permit BELL ATLANTIC access to remote observation facilities in order for BELL ATLANTIC to conduct its own service observations of long distance sales on BELL ATLANTIC accounts only, and will provide on-site supervision to help complete those observations on BELL ATLANTIC specific calls and to preclude observation of calls or portions of calls that do not relate to BELL ATLANTIC. Facilities will be agreed upon by the parties.

### ***Marketing Systems – Long Distance (MSLD)***

Per test case scenarios provided by BELL ATLANTIC and agreed upon by the parties, NYT shall provide to BELL ATLANTIC the following:

NYT will capture and store BELL ATLANTIC customer and prospect data. It will also provide BELL ATLANTIC with access to that data and permit BELL ATLANTIC to generate lead lists and reports. The nature, format, content, and schedule for such lists and reports shall be agreed upon by the parties. NYT will ensure BELL ATLANTIC compliance with BELL ATLANTIC's "Do Not Call" policy statement by removing a customer's name and address from BELL ATLANTIC's solicitation lists when requested.

### ***Survey Support and Administration***

NYT will provide to BELL ATLANTIC systems and administrative support to receive and store customer survey results transmitted to NYT by BELL ATLANTIC or its designated agent.

BELL ATLANTIC and/or its designated agent shall be responsible for developing and executing the customer surveys. Survey results will be forwarded to NYT by BELL ATLANTIC or by BELL ATLANTIC's designated agent. NYT agrees to store these survey results in a tracking database accessible by BELL ATLANTIC for the purpose of reviewing, monitoring and reporting customer survey results.

In conjunction with this service, NYT will perform database administration, maintain security/access controls, and perform ongoing system maintenance. NYT will also provide the following user support functions: User ID administration for issuance, maintenance, and deletion of user IDs and passwords; Report assistance for design, development, and testing of requested reports; User Guide Documentation; and System Training.

### ***End User Communications***

Per test case scenarios provided by BELL ATLANTIC and agreed upon by the parties, NYT shall investigate and respond to BELL ATLANTIC end user complaints and executive appeals which are directed to NYT's Executive Appeals unit. These complaints and executive appeals relate to sales and ordering of, or customer usage of, BELL ATLANTIC long distance products. NYT shall receive, review, and respond to all such written, verbal, or electronic complaints from end user customers.

BARAT and/or manual processes will be employed to track the volume and nature of BELL ATLANTIC end user Customer complaints and appeals. NYT will provide BELL ATLANTIC access to this tracking mechanism for review of BELL ATLANTIC end user customer complaint and appeal information and actions taken on behalf of BELL ATLANTIC by NYT regarding such complaints and appeals. The nature, content, format, and schedule for such reports and the schedule for such access will be agreed upon by the parties.

### ***Reporting and Results***

On a daily basis, NYT will provide BELL ATLANTIC with a listing of the service order number(s) generated in connection with each test scenario. Additionally, NYT will generate daily sales tracking reports which itemize inward and outward order activity for BELL ATLANTIC long distance products and services. . NYT will also provide rejected orders originally submitted by BELL ATLANTIC third party vendors and error codes for such orders to BELL ATLANTIC.

## **APPENDIX B**

### **COMPENSATION STRESS AND VOLUME TEST**

**RATES**

In consideration of NYT's provision of the Services in accordance with this Agreement, BELL ATLANTIC will pay NYT the following rates. The rates set forth below constitute the exclusive compensation due NYT for all Services described in Appendix A, including, but not limited to, use of all systems set forth in Appendix A by all NYT provided personnel.

Service	Pricing Criterion	Rate	Frequency of Transaction (per service)
TNs - 5350 telephone numbers	FDC	\$856.00 (One Time Charge)	Daily
Service Charge - Business	Tariff	NY PSC 900, Section 14, A,3(1)	Occasionally
Record Order Charge - Business	Tariff	NY PSC 900, Section 14, A,3(1)	Occasionally
Network Interface Jack Installation Charges - Business	Tariff	NY PSC 900, Section 8,D.1	Occasionally
Switched Network Access Port Service - Business Individual or Auxillary	Tariff	NY PSC 900, Section 25.C.8.b	Daily
Three way calling - Business	Tariff	NY PSC 900, Section 2.H.2.3	Daily

**Residence Service Center (RSC)**

NYT will furnish up to 60 Sales/Service Representatives to perform test sales, ordering, and customer inquiry functions as well as reporting and results preparation described further in Appendix A

Employee Title/Service	Number OTC Personnel	Pricing Criterion	Rate per day per employee
Sales/Service Representative	48 to 60	FDC	\$383.93
Clerical	8 to 10	FDC	\$439.29
TIPs Consultant	1	FDC	\$426.34
ACD/VRU	N/A	FDC	\$41,635 one time charge

**Third Party Verification**

Service	Number OTC Personnel	Pricing Criterion	Rate per transaction	Frequency of Transaction (per service)
Third Party Verification	N/A	FDC	\$2.78	Daily

**Network Provisioning Support**

Employee Title	Number OTC Personnel	Rate per day per employee	Pricing Criterion
Local Loop Design Engineer	1	\$644.80	FDC
Staff Specialist	N/A	\$950.16	FDC
Facility Specialist	1	\$608.64	FDC
Supervisor - Network Assignment	N/A	\$833.84	FDC
Supervisor - Network Distribution	N/A	\$897.44	FDC

**Survey Support and Administration**

Service	Number OTC Personnel	Rate:	Pricing Criterion
Database administration, security/ access controls, and ongoing systems' maintenance, user ID administration, report assistance, user guide documentation, systems training	N/A	\$253.33/day	Prevailing Rate

**End User Communications**

Employee Title/Service	Number OTC Personnel	Rate	Pricing Criterion
Assistant Manager	1	\$785.38/day	Prevailing Rate
Systems Usage	N/A	\$117.72/day	Prevailing Rate

**Marketing Systems - Long Distance (MSLD)**

Service	Number OTC Personnel	Rate	Pricing Criterion
Marketing Systems - Long Distance (MSLD)	N/A	\$7,465.83/day	Prevailing Rate

**AMENDMENT NO. 3 TO TECHNICAL SERVICES AGREEMENT**

This Amendment No. 3 ("Amendment") is made as of this 31<sup>st</sup> day of August 1999 by and between Bell Atlantic Communications, Inc., a Delaware corporation with offices at 1320 North Courthouse Road, 9<sup>th</sup> Floor, Arlington, Virginia 22201 ("Bell Atlantic"), NYNEX Long Distance Company d/b/a Bell Atlantic Long Distance, a Delaware corporation with offices at 1320 North Courthouse Road, 9<sup>th</sup> Floor, Arlington, Virginia 22201 ("NLD"), and Bell Atlantic Network Services, Inc. a Delaware corporation with office at 1310 North Courthouse Road, Arlington, Virginia 22201, on behalf of New York Telephone Company d/b/a Bell Atlantic - New York ("NYT").

WHEREAS, NYT and Bell Atlantic entered into a Technical Services Agreement dated December 2, 1998 (as amended by Amendment Nos. 1. and 2, the "Agreement"), under which the parties tested operational readiness of certain sales, ordering, billing, collection, and other functions that will be performed by NYT for Bell Atlantic in connection with Bell Atlantic's provision of long distance services to consumers after Bell Atlantic obtains regulatory approval to offer such services; and

WHEREAS, NLD will provide voice and data long distance services to business customers after NLD obtains regulatory approval to offer such services; and

WHEREAS, NYT, Bell Atlantic and NLD desire to amend the Agreement to add NLD as a party to it and to allow NYT and NLD to test operational readiness of certain sales, ordering, billing, collection, and other functions that will be performed by NYT for NLD in connection with NLD's provision of long distance voice and data services to business customers,

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound, NYT, Bell Atlantic and NLD agree as follows:

1. NLD is hereby added as a party to the Agreement. The operational readiness testing services provided by NYT under the Agreement henceforth will be provided to NLD rather than Bell Atlantic to the extent they relate to long distance voice and data services for business customers.
2. Appendix A of the Agreement is hereby amended by adding the attached Appendix A entitled "TECHNICAL SERVICES AGREEMENT, OPERATIONAL READINESS TESTING, BUSINESS LAYER 2A, DATA SERVICES." Attached Appendix A is hereby made a part of this Amendment No. 3.
3. Appendix B of the Agreement is hereby amended by adding the attached Appendix B entitled "COMPENSATION." Attached Appendix B is hereby made a part of this Amendment No. 3. The compensation for Service Representative, Special Service Representative, Telephone Account Manager, Service Design Engineer, Special Assistant, Customer Service Center Team Leader/Specialist and Customer Service Center Manager/Sr. Specialist, set forth in attached Appendix B, shall apply in this agreement and in all other business operational readiness testing agreements between the parties in lieu of compensation for such personnel stated in such other agreements.
4. All other terms and conditions of the Agreement shall remain unchanged by this Amendment and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 3 to be signed by their respective authorized representatives effective as of the date first above written.

BELL ATLANTIC NETWORK SERVICES, INC.

By: [Signature]  
Name: P. Q. Harlow  
Title: President - Carriage Service

BELL ATLANTIC COMMUNICATIONS, INC.

By: [Signature]  
Name: Harold C. Breen  
Title: President & CEO

NYNEX LONG DISTANCE COMPANY  
d/b/a BELL ATLANTIC LONG DISTANCE

By: [Signature]  
Name: Veronica Pellizzi  
Title: President & CEO

**APPENDIX A**

**TECHNICAL SERVICES AGREEMENT  
OPERATIONAL READINESS TESTING**

**BUSINESS LAYER 2A**

**DATA SERVICES**

### Scope

NYT will, using the personnel identified on Appendix B, conduct an operational readiness test ("ORT") of the capability of NYT's sales platforms to sell, and bill and collect for, NLD's frame relay, unmanaged private line and dedicated access services ("Data Services"). No ORT functions will be performed involving actual NLD or NYT external customers.

Testing will be conducted at NYT's General Business Service Center (GBSC), Enterprise Business Group (EBG), Major Customer Service Center (MCSC), and Business Account Team Center (BATIC).

NYT's testing will follow test case scenarios to be provided by NLD and agreed to by NYT. Testing will be carried out at times agreed to by NLD and NYT.

### Acquisition and Customer Care

NYT's ORT will cover the following functions as they relate to the sale of the Data Services:

- Identify sales opportunities
- Schedule appointments with prospective customers
- Gather the customer information necessary to place an order
- Validate availability of NLD network facilities
- Perform credit check on customer
- Obtain price quotes, circuit IDs, and coordinate activities with NLD's underlying service provider
- Obtain a signed contract or other binding commitment from the customer
- Complete NLD's Data Services order form and use it to input orders to serviceEXPRESS
- Update sales opportunities
- Submit service orders via serviceEXPRESS to add, move, cancel, and disconnect circuits
- Obtain customer information associated with customer care issues
- Validate information and/or status of pending service orders
- Obtain a price quote for additional services
- Obtain customer acceptance for change orders, credits, and early termination penalties
- Perform bill inquiry and adjustment
- Refer customer complaints per NLD's customer care processes
- Refer customers to proper channel for maintenance related activities
- Change administrative customer information
- Change terms of a contract
- Verify letters of authorization, CPNI releases, and letters of agency
- Verify that a customer contract exists
- Verify that the customer representative is authorized to make changes to an account
- Manually provide to NLD testers information that would normally be delivered to the customer such as fulfillment letters, Permanent Virtual Circuit maps, and hand off certificates
- Error Recovery

**Billing & Collections**

NLD will test its Data Services to multiple locations for various billing periods. NLD will provide NYT with the rate elements from these tests sufficient for NYT to render bills for the service.

NYT will prepare and mail test bills to NLD based on rate elements provided by NLD. These bills will include charges for services provided to test accounts, will contain NLD's corporate logo and name in formats agreed upon by the parties to be displayed on the NLD pages of the NLD ORT Test Account bill.

Upon inquiry from an ORT test account, NYT shall respond in a manner consistent with the procedures applied by NYT on its own behalf for a like or similar service and in accordance with appropriate regulatory requirements or directives, if any. Where available, NYT will report each adjustment to a bill via the mechanized LEC/IC memorandum, which is further described in the NYT Billing and Collections Operations Manual. This manual will be provided to NLD by NYT. Only terms in the manual relevant to the ORT shall apply to this Agreement.

NYT will process and adjust the test accounts and provide NLD with reports displaying disposition codes by adjustment type.

NYT will test Bill Message Service under test scenarios provided by NLD and agreed upon by the parties. Tests will be carried out at times agreed upon by the parties. Bill Message Service consists of NYT's printing of NLD developed marketing messages on the NLD bill page. Such messages will contain informational or promotional announcements about NLD services or about NLD sponsored services of third parties as agreed to by the parties. Additional details regarding NYT's Bill Message Service are set forth in section 14 of the NYT Billing and Collections Operations Manual.

NLD will provide NYT with test case scenarios to test the NYT collections process as outlined in the NYT Billing and Collections Operations Manual. NYT will perform test case scenarios agreed upon by the parties at times agreed upon by the parties.

NLD will provide test cases and NYT will test payment remittance processes for promotional check processing and bill payments. NYT will perform test cases agreed upon by the parties at times agreed upon by the parties.

# APPENDIX B

## COMPENSATION

**RATES:****Service Centers**

The following rates apply for employees in the following service centers: General Business Service Center (GBSC), Enterprise Business Group (EBG), Major Customer Service Center (MCSC), and Business Account Team Center (BATC). The following rates apply for performance of functions further described in Appendix A:

Employee Title/Service	Number of OTC Employees	Rate per day per employee
Service Representative	1-20	\$415.19
Special Service Representative	1-20	\$510.96
Telephone Account Manager	N/A	\$805.81
Service Design Engineer	1-20	\$524.18
Special Assistant	1-20	\$410.52
Customer Service Center Team Leader/Specialist	2	\$518.94
Customer Service Center Manager/Sr. Specialist	2	\$637.57