

BASS, BERRY & SIMS PLC
A PROFESSIONAL LIMITED LIABILITY COMPANY
ATTORNEYS AT LAW

T. G. PAPPAS
TEL: (615)742-6242
FAX: (615) 742-2742
EMAIL: tgpappas@bassberry.com

315 DEADERICK STREET, SUITE 2700
NASHVILLE, TENNESSEE 37238-0002
(615) 742-6200

KNOXVILLE OFFICE:
1700 RIVERVIEW TOWER
KNOXVILLE, TN 37901-1509
(423) 521-6200

MEMPHIS OFFICE:
100 PEABODY STREET, SUITE 950
MEMPHIS, TN 38103
(901) 312-9100

April 23, 2001

VIA HAND DELIVERY

Mr. K. David Waddell
Executive Secretary
TENNESSEE REGULATORY AUTHORITY
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

**RE: Reseller Agreement between CenturyTel of Adamsville, Inc. and
Max-tel Communications, Inc.**

01-00369

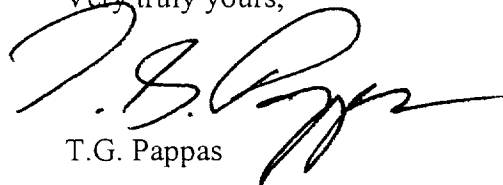
Dear Mr. Waddell:

Enclosed please find original and thirteen copies of a Reseller Agreement between CenturyTel of Adamsville, Inc. and Max-tel Communications, Inc. for filing and approval by the Tennessee Regulatory Authority.

We are also enclosing our check in the amount of \$50 made payable to the Tennessee Regulatory Authority as its filing fee.

If you have any questions, do not hesitate to call me.

Very truly yours,



T.G. Pappas

Enclosure

cc: Mr. Carrick B. Inabnett
Mr. Mark Maxey
Ms. Kathy Bradford
Mr. Gary Barker
Mr. John Jones

This Reseller Agreement ("this Agreement") is made and entered into this 1st day of April, 2001 and effective the 1st day of April, 2001, by and between CenturyTel of Adamsville, Inc. ("CenturyTel"), and Max-tel Communications, Inc. ("Reseller") regarding the sale of CenturyTel's services to Reseller for The Purposes of Resale.

WITNESSETH

WHEREAS, CenturyTel is a local exchange company authorized to provide services in the state of Tennessee, and

WHEREAS, Reseller is a competitive local exchange company authorized to provide services in the state of Tennessee; and

WHEREAS, Reseller desires to resell CenturyTel's services; and

WHEREAS, CenturyTel has agreed to provide such services to Reseller for resale purposes and pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the mutual premises and promises contained herein, CenturyTel and Reseller do hereby agree as follows:

I. Term of the Agreement

- A. The term of this Agreement shall be two years beginning 1st day of April, 2001 and shall apply to all of CenturyTel's serving territory as of 1st day of April, 2001.
- B. This Agreement shall be automatically renewed each year unless either party indicates its intent not to renew this Agreement. Notice of such intent must be provided, in writing, to the other party no later than 60 days prior to the end of the then-existing contract period. The terms of this Agreement shall remain in effect after the term of the existing agreement has expired and while a new agreement is being negotiated.
- C. The rates pursuant by which Reseller is to purchase services from CenturyTel for resale shall be the approved tariff rate as stated in the applicable CenturyTel tariff.

II. Definition of Terms

- A. COMPETITIVE LOCAL EXCHANGE COMPANY (CLEC) means a telephone company certificated by the public service commission to provide local exchange service within CenturyTel's franchised area.
- B. CUSTOMER OF RECORD means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as nonrecurring, monthly recurring, toll, directory assistance, etc.
- C. DEPOSIT means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by CenturyTel.
- D. END USER means the ultimate user of the services.
- E. END USER CUSTOMER LOCATION means the physical location of the premises where an end user makes use of the services.

- F. NEW SERVICES means functions, features or capabilities that are not currently offered by Century Tel. This includes packaging of existing services or combining a new function, feature or capability with an existing service.
- G. RESALE means an activity wherein a certificated CLEC, such as Reseller subscribes to the services of CenturyTel and then reoffers those services to the public (with or without "adding value").
- H. RESALE SERVICE AREA means the area, as defined in a public service commission approved certificate of Authority to Operate, which a CLEC, such as Reseller, may offer resold local exchange service.
- I. COMMISSION means the Tennessee Public Service Commission.

III. General Provisions

- A. As to CenturyTel, the Reseller is independent contractor and not an agent of Century. As an independent contractor, the Reseller agrees to pay all obligations incurred by Reseller in order to perform the Agreement.

Nothing contained in this Agreement or otherwise shall constitute CenturyTel and Reseller as partners or be construed or interpreted in any way to create a joint venture between CenturyTel and Reseller.

Nothing contained in this Agreement shall be construed in any way to constitute Reseller or any of the employees of Reseller as the agent, representative, or employee of CenturyTel.

- B. Reseller may resell the tariffed local exchange services of CenturyTel contained in the General Subscriber Service Tariff subject to the terms, and conditions specifically set forth herein.

CenturyTel shall make available services for resale at the rates set forth in the applicable CenturyTel tariff and subject to the exclusions and limitations set forth in this Agreement.

- C. The provision of services by CenturyTel to Reseller does not constitute a joint undertaking for the furnishing of any service.
- D. Reseller will be the customer of record for all services purchased from CenturyTel. Except as specified herein, CenturyTel will take orders from, bill and expect payment from Reseller for all services.
- E. Reseller will be CenturyTel's single point of contact for all services purchased pursuant to this Agreement. CenturyTel shall have no contact with the end user except to the extent provided for herein.
- F. CenturyTel will bill the end user for any services that the end user specifies to receive directly from CenturyTel.
- G. CenturyTel maintains the right to service directly any user within the service area of Reseller. CenturyTel will continue to directly market its own products and services and in doing so may establish independent relationships with end users of Reseller.
- H. Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.

- I. Telephone numbers are the property of CenturyTel and are assigned to the service furnished. Reseller has no property right to the telephone number or any other call number designation associated with services furnished by CenturyTel, and no right to the continuance of service through any particular central office. CenturyTel reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever CenturyTel deems it necessary to do so in the conduct of its business.
- J. The Reseller may order toll restriction for each resold account. If Reseller orders a resold line to be equipped with toll blocking, where such blocking is available, and CenturyTel fails to so equip the line, then Reseller shall not be required to pay for any charges for calls or services that should have been blocked.
- K. Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- L. Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- M. CenturyTel can refuse service when it has reasonable grounds to believe that service will be used in violation of the law.
- N. CenturyTel accepts no responsibility to any person for any unlawful act committed by Reseller or its end users as part of providing service to Reseller for purposes of resale or otherwise.
- O. CenturyTel will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with CenturyTel's customers. Law enforcement agency subpoenas and court orders regarding end users of Reseller will be directed to Reseller. CenturyTel will bill Reseller for implementing any requests by law enforcement agencies regarding Reseller end users.
- P. The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than CenturyTel shall not:
 - 1. Interfere with or impair service over any facilities of CenturyTel, its affiliates, or its connecting and concurring carriers involved in its service;
 - 2. Cause damage to their plant;
 - 3. Impair the privacy of any communications; or
 - 4. Create hazards to any employees or the public.
- Q. Reseller assumes the responsibility of notifying CenturyTel regarding less than standard operations with respect to services provided by Reseller
- R. Facilities and/or equipment utilized by CenturyTel to provide service to Reseller remain the property of CenturyTel.
- S. White page directory listings will be provided in accordance with regulations set forth in the General Exchange Tariff. CenturyTel shall use its best efforts to accurately publish Reseller's listings. Further, CenturyTel will accord Reseller's Listings with at least the same level of confidentiality that it accords its own directory listing information.
- T. CenturyTel will provide customer record information to the Reseller provided the Reseller has the appropriate Letter(s) of Authorization. CenturyTel may provide customer record information via one of the following methods: US mail, fax, telephone or by electronic

interface. CenturyTel will provide customer record information via US mail, fax or telephone on an interim basis only.

Reseller agrees to compensate CenturyTel for all CenturyTel incurred expenditures associated with providing such information to Reseller. Reseller will adopt and adhere to the CenturyTel guidelines associated with each method of providing customer record information.

IV. CenturyTel's Provision of Services to Reseller

A. Reseller agrees that its resale of CenturyTel services shall be as follows:

1. The resale of services shall be limited to users and uses conforming to the class of service restrictions provided in CenturyTel's Tariff.
2. If telephone service is established and it is subsequently determined that the class of service restriction has been violated, Reseller will be notified and billing for that service will be immediately changed to the appropriate class of service. Service charges for changes between class of service, back billing, and interest shall apply at CenturyTel's sole discretion.
3. CenturyTel reserves the right to periodically audit services purchased by Reseller to establish authenticity of use. Such audit shall not occur more than once in a calendar year. Reseller shall make any and all records and data available to CenturyTel or CenturyTel's auditor's on a reasonable basis. CenturyTel shall bear the cost of said audit.

B. Resold services can only be used in the same manner as specified in CenturyTel's Tariff. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of CenturyTel in the appropriate section of CenturyTel's Tariffs. Specific tariff features, e.g. a usage allowance per month, shall not be aggregated across multiple resold services. Resold services cannot be used to aggregate traffic from more than one end user customer.

C. Reseller may resell services only within the specific resale service area as defined in its certificate.

D. Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.

E. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Reseller is strictly prohibited from any use, including but not limited to sales, marketing or advertising, of any CenturyTel name or trademark.

V. Maintenance of Service

A. Reseller will adopt and adhere to the industry standards regarding maintenance and installation of service.

B. Services resold under CenturyTel's Tariffs, facilities and equipment provided by CenturyTel, shall be maintained by CenturyTel.

C. Reseller or its end users may not rearrange, move, disconnect remove or attempt to repair any facilities owned by CenturyTel, other than by connection or disconnection to any interface means used, except with the written consent of CenturyTel.

- D. Reseller accepts responsibility to notify CenturyTel of situations that arise that may result in a service problem.
- E. Reseller will be CenturyTel's single point of contact for all repair calls on behalf of Reseller's end users. The parties agree to provide one another with toll-free contact numbers for such purposes.
- F. Reseller will contact the appropriate repair centers in accordance with procedures established by CenturyTel.
- G. For all repair requests, Reseller accepts responsibility for adhering to CenturyTel's prescreening guidelines prior to referring the trouble to CenturyTel.
- H. CenturyTel will bill Reseller for handling troubles that are found not to be in CenturyTel's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what CenturyTel charges to its retail customers for the same services.
- I. CenturyTel reserves the right to contact Reseller's end user, if deemed necessary, for maintenance purposes in an emergency or as a result of a service call, which Reseller may initiate. If CenturyTel contacts a Reseller end user, CenturyTel will use commercially reasonable efforts under the circumstances to notify Reseller of such contact within a reasonable amount of time.

VI. Establishment of Service

- A. After receiving certification as a local exchange company from the appropriate regulatory agency, Reseller will provide the appropriate CenturyTel service center the necessary documentation to enable CenturyTel to establish an account for Reseller. Such documentation shall include the Application for Service, proof of authority to provide services, an Operation Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. When necessary deposit requirements are met, CenturyTel will begin taking orders for the resale of service.
- B. Service orders will be in a standard format designated by CenturyTel.
- C. When notification is received from Reseller that a customer or potential customer of CenturyTel requests to subscribe to Reseller's service, standard service order intervals for the appropriate class of service will apply. The services of CenturyTel sold by Reseller shall specifically be subject to any restrictions, exclusions, terms or conditions contained in the CenturyTel Tariffs or rate sheets as they exist, or as may be subsequently amended or revised at the option of CenturyTel.
- D. CenturyTel will require end user confirmation that the customer account has been cleared/charged off prior to establishing service for Reseller's end user customer.
- E. Reseller will be the single point of contact with CenturyTel for all subsequent ordering activity resulting in additions or changes to resold services except that CenturyTel will accept a request directly from the end user for conversion of the end user's service from Reseller to CenturyTel or will accept a request from another CLEC for conversion of the end user's service from the Reseller to the other CLEC. CenturyTel will notify Reseller that such a request has been processed.
- F. If CenturyTel determines that an unauthorized change in local service to Reseller has occurred, CenturyTel will reestablish service with the appropriate local service provider and

will assess Reseller as the CLEC initiating the unauthorized change, an unauthorized change charge. Appropriate nonrecurring charges, as set forth in the General Subscriber Service Tariff, will also be assessed to Reseller.

These charges can be adjusted if Reseller provides satisfactory proof of authorization.

	Nonrecurring Charge for Unauthorized change
(a) each Residence or Business line	\$50.00

- G. CenturyTel will, in order to safeguard its interest, require Reseller to make a deposit to be held by CenturyTel as a guarantee of the payment of rates and charges, unless satisfactory credit has already been established. . . At any time prior to the termination of the Agreement, the deposit will be refunded or credited to the account after Reseller has established a one-year prompt payment record.
- H. Such deposit may not exceed two months' estimated billing.
- I. The fact that a deposit has been made in no way relieves Reseller from complying with CenturyTel's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of CenturyTel providing for the discontinuance of service for non-payment of any sums due CenturyTel.
- J. CenturyTel reserves the right to increase the deposit requirements when, in its sole judgment, the conditions justify such action subject to Section VI.H.
- K. In the event that Reseller defaults on its account, service to Reseller will be terminated, pursuant to Section VIII.B., and any deposits held will be applied to its account.
- L. In the case of a cash deposit interest at the rate of six percent per annum shall be paid to Reseller during the continuance of the deposit. Interest on a deposit shall accrue annually and, if requested, shall be annually credited to Reseller by the accrual date.
- M. CenturyTel will provide 911 services to Reseller end users in the same manner that CenturyTel provides such services to its own end users. Reseller will provide CenturyTel with up to date name and address information for each Reseller end user for purposes of maintaining the 911 Master Street and Address Guide.
- N. CenturyTel shall process Reseller's service orders, including but not limited to orders to add or remove services and to suspend, restore or disconnect services, within the same time frame it provides such services to its own end users.

VII. Payment And Billing Arrangements

- A. Reseller will be responsible for all charges that are billed on each resold account. CenturyTel will bank draft the Reseller's account for receiving payment for each of the bills rendered to the Reseller for all services. CenturyTel will not become involved in billing disputes that may arise between Reseller and its customer.
- B. CenturyTel will render bills each month on established bill days for each of Reseller's accounts. Both Parties will use best efforts to resolve any billing disputes. If the dispute is resolved in CenturyTel's favor and Reseller has not already paid the disputed amount, then the late payment penalty set forth in Section VII.G will apply. If the dispute is resolved in Reseller's favor and Reseller has already paid the disputed amount, Reseller will receive a credit for such amount. The Reseller has the right to seek arbitration regarding unresolved billing disputes, which exceed 60 days past the first notice.

- C. CenturyTel will bill Reseller, in advance, charges for all services to be provided during the ensuing billing period except charges associated with service usage, which charges will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charges for usage or usage allowances. CenturyTel will also bill all charges, including but not limited to 911 and E911 charges, telecommunications relay charges, and franchise fees, to Reseller.
- D. Payment is due as specified by the payment due date on the bills. However, CenturyTel will draft the accounts ten days after the bill date.
- E. Upon proof of tax exempt certification from Reseller, the total amount billed to Reseller will not include any taxes due from the end user. Reseller will be solely responsible for the computation, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the end user.
- F. As the customer of record, Reseller will be responsible for, and remit to CenturyTel, all charges applicable to its resold services for emergency services (E911 and 911) and Telecommunications Relay Service (TRS), as well as any other charges of a similar nature.
- G. If any portion of the payment is received by CenturyTel after the payment due date, or if any portion of the payment is received by CenturyTel in funds that are not immediately available to CenturyTel, then a late payment penalty shall be due to CenturyTel. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be as set forth in the General Subscriber Service Tariff.
- H. Any intrastate or interstate access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, CenturyTel. No additional charges are to be assessed to Reseller.
- I. CenturyTel will not perform billing and collection services for Reseller as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within CenturyTel.
- J. Pursuant to 47 CFR Section 51.617, CenturyTel will bill Reseller the end user common line charges identical to the charges which CenturyTel bills its end users.
- K. In general, CenturyTel will not become involved in disputes between Reseller and Reseller's end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of CenturyTel, Reseller shall contact the designated Customer Service Center for resolution. CenturyTel will make every effort to assist in the resolution of the dispute and will work with Reseller to resolve the matter in as timely a manner as possible. Reseller may be required to submit documentation to substantiate the claim.

VIII. Discontinuance of Service

- A. The procedures for discontinuing service to an end user are as follows:
 - 1. Where possible, CenturyTel will deny service to Reseller's end user on behalf of, and at the request of Reseller. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of Reseller.
 - 2. At the request of Reseller, CenturyTel will disconnect a Reseller end user customer.
 - 3. All requests by Reseller for denial of disconnection of an end user for nonpayment must be in writing.

4. Reseller will be made solely responsible for notifying the end user of the proposed disconnection of the service.
5. CenturyTel will process calls made to the Customer Service Centers and will advise Reseller when it is determined that annoyance calls are originated from one of their end user's locations. CenturyTel shall be indemnified, defended and held harmless by Reseller and/or the end user against any claim loss or damage arising from providing this information to Reseller. It is the responsibility of Reseller to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in CenturyTel's disconnecting the end user service.

B. The procedures for discontinuing service to Reseller are as follows:

1. CenturyTel reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by Reseller of the rules and regulations of CenturyTel's Tariffs.
2. If payment of account is not received by the bill day in the month after the original bill day, CenturyTel may provide written notice to Reseller, that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date specified in the notice, and Reseller's noncompliance continues, nothing contained herein shall preclude CenturyTel's right to refuse additional applications for service without further notice.
3. If payment of account is not received, or arrangements made, by the bill day in the second consecutive month, the account will be considered in default and will be subject to denial or disconnection, or both.
4. If Reseller fails to comply with the provisions of this Agreement, including any payments to be made by it on the dates and times herein specified, CenturyTel may, on thirty days written notice to the person designated by Reseller to receive notices of noncompliance, discontinue the provision of existing services to Reseller at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If CenturyTel does not discontinue the provision of the services involved on the date specified in the thirty days notice, and Reseller's noncompliance continues, nothing contained herein shall preclude CenturyTel's right to discontinue the provision of the services to Reseller without further notice.
5. If payment is not received or arrangements made for payment by the date given in the written notification, Reseller's services will be discontinued. Upon discontinuance of service on a Reseller's account, service to Reseller's end users will be denied. CenturyTel will also reestablish service at the request of the end user of Reseller upon payment of the appropriate connection fee and subject to CenturyTel normal application procedures. Reseller is solely responsible for notifying the end user of the proposed disconnection of the service.
6. Subject to applicable State law or Commission regulation, if no contact has been made in reference to restoring service within fifteen days after an end user service has been denied, the end user service will be disconnected.

IX. Liability

- A. The liability of CenturyTel for damages arising out of mistakes, omissions, interruptions, preemptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by CenturyTel, occurring in the course of furnishing service or other facilities and not caused by the negligence of Reseller, or of CenturyTel in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision shall in no event exceed an amount equivalent to the proportionate charge to Reseller for the period of service during which such mistake, omission, interruption, preemption, delay, error or defect in transmission or defect or failure in facilities occur. CenturyTel shall not be liable for damage arising out of mistakes, omission, interruptions, preemptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of CenturyTel, (1) caused by customer-provided equipment (except where a contributing cause is the malfunctioning of a CenturyTel-provided connecting arrangement in which event the liability of CenturyTel shall not exceed an amount equal to a proportional amount of CenturyTel billing for the period of service during which such mistake, omission, interruption, preemption, delay, error, defect in transmission or injury occurs), or (2) not prevented by customer-provided equipment but which would have been prevented had Company-provided equipment been used.
- B. Both Parties shall be indemnified and saved harmless by each other against any and all claims, actions, causes of action, damages, liabilities, or demands (including the costs, expenses and reasonable attorneys' fees, on account thereof) of whatever kind or nature that may be made by any third party as a result of CenturyTel's acts or omissions regarding the furnishing of service to Reseller or as a result of Reseller's use of service.
- C. Both Parties shall be indemnified, defended and held harmless by each other and/or the end user against any claim, loss or damage arising from the use of services offered for resale involving:
 - 1. Claims for libel, slander, invasion of privacy or infringement of copyright arising from Reseller's or end user's own communications.
 - 2. Claims for patent infringement arising from acts combining or using CenturyTel services in connection with facilities or equipment furnished by the end user or Reseller.
 - 3. All other claims arising out of an act or omission of Reseller or its end user in the course of using CenturyTel's services.
- D. Reseller accepts responsibility for providing access for maintenance purposes of any service -- resold under the provisions of this Tariff. CenturyTel shall not be responsible for any failure on the part of Reseller with respect to any end user of reseller.

X. Treatment of Proprietary and Confidential Information

- A. Both parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data and like information (hereinafter collectively referred to as "Information"). Both parties agree that all Information shall either be in writing or other tangible format and clearly marked with a confidential, private or proprietary legend, or, when the Information is communicated orally, it shall also be communicated that the Information is confidential, private or proprietary. The Information will be returned to the owner within a reasonable time. Both parties agree that the Information shall not be copied or reproduced in any form. Both parties agree to protect the

Information received from distribution, disclosure or dissemination to anyone except employees of the parties with a need to know such Information and which employees agree to be bound by the terms of this Section. Both parties will use the same standard of care to protect Information received, as they would use to protect their own confidential and proprietary Information.

- B. Notwithstanding the foregoing, both parties agree that there will be no obligation to protect any portion of the Information that is either: 1) made publicly available by the owner of the Information or lawfully disclosed by a nonparty to this Agreement; 2) lawfully obtained from any source other than the owner of the Information; or 3) previously known to the receiving party without an obligation to keep it confidential.

XI. Resolution of Disputes

Except as otherwise stated in this Agreement, the parties agree that if any dispute arise as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will petition the applicable state Public Service Commission for a resolution of the dispute. However, each party reserves any rights it may have to seek judicial review of any ruling made by that Public Service Commission concerning this Agreement.

XII. Limitation of Use

The parties agree that this Agreement shall not be proffered by either party in another jurisdiction as evidence of any concession or as a waiver of any position taken by the other party in that jurisdiction or for any other purpose.

XIII. Waivers

Any failure by either party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

XIV. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Tennessee without regard to its conflict of laws principles.

XV. Arm's Length Negotiations

This Agreement was executed after arm's length negotiations between the undersigned parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all parties.

XVI. Change in Circumstance

A. The parties agree that if --

1. the Federal Communications Commission ("FCC") or the State Commission finds that the terms of this Agreement are inconsistent in one or more material respects with any of its or their respective decisions, rules or regulations, or
2. the FCC or the State Commission preempts the effect of this Agreement, then, in either case, upon such occurrence becoming final and no longer subject to administrative or judicial review, the parties shall immediately commence good faith negotiations to conform this Agreement to the requirements of any such decision, rule, regulation or preemption. The revised agreement shall have an effective date

that coincides with the effective date of the original FCC or State Commission action giving rise to such negotiations. The parties agree that the rates, terms and conditions of any new agreement shall not be applied retroactively to any period prior to such effective date except to the extent that such retroactive effect is expressly required by such FCC or State Commission decision, rule, regulation or preemption.

- C. Neither Party will be held liable for any delay or failure in performance of any part of this Agreement to the extent that such failure or delay is caused by acts of God, acts of civil or military authority, government regulations, embargoes, labor disputes, epidemics, war, terrorists acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers or other causes beyond the reasonable control of such Party. If any Force Majeure condition occurs, the Party delayed or unable to perform will give immediate written notice to the other Party. During the pendency of the Force Majeure condition, the duties of the Party affected by the Force Majeure condition will be abated and will resume without liability thereafter. If any such excusable delay lasts for a period of more than sixty (60) calendar days, the Party not relying on the excusable delay, at its option, may terminate this Agreement, in whole or in part, upon prior written notice, without penalty.

XVII. Notices

- A. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, addressed to the appropriate listed contacts:

It to CenturyTel

CenturyTel
Attn: Manager Carrier Relations-Southern Region
100 CenturyTel Drive
Monroe, LA 71203
Telephone Number: (318) 388-9000
Facsimile Number: (318) 388-9072

If to Max-tel Communications, Inc.

Max-tel Communications, Inc.
Attn: Mark Maxey, President
103 N. Wickham
Alvord, TX 76225
Telephone: (940) 427-8067
Facsimile: (940) 427-3942

or at such other address as the intended recipient previously shall have designated by written notice to the other party.

- B. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mail.

XVIII. Amendments

This Agreement may be amended at any time upon written agreement of both parties.

XIX. Entire Agreement

This Agreement sets forth the entire understanding and supersedes prior agreements between the parties relating to the subject matter contained herein and merges all prior discussions between them, and neither party shall be bound by an definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the party to be bound thereby.

XX. Construction

No rule of construction requiring interpretation against the drafting party hereof shall apply in the interpretation of this Agreement.

XXI. Severability

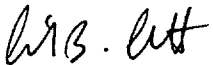
In the event that any one or more of the provisions contained herein, is, for any reason, held to be unenforceable in any respect under law or regulation, the remainder of the Agreement will not be affected thereby and will continue in full force and effect, unless removal of that provision results in a material change to this Agreement. In such a case, the Parties will negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either Party may terminate this Agreement.

XXII. Assignment

Both Parties may assign the Agreement, and/or any of its rights and/or obligations hereunder with the prior written consent of the other Party, whose consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

CenturyTel of Adamsville, Inc.

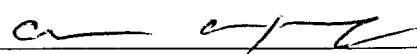
By: 

Print Name: Carrick B. Inabnett

Title: Corporate Manager-Carrier Relations

Date: 4/9/01

Max-tel Communications, Inc.

By: 

Print Name: Mark Maxey

Title: President

Date: 03-27-01