

MASTER SERVICE AGREEMENT

RNK, Inc. d/b/a RNKTelecom® Master Service Agreement Applicable

to the Furnishing of Services in Accordance with the Service Annex.

APPLICATION OF MASTER SERVICE AGREEMENT

This Master Service Agreement (the "Agreement") (as defined below) between VarTec Telecom, Inc. ("Customer") and RNK, Inc., d/b/a RNK TELECOM® ("RNK") sets forth the legal rights and obligations governing RNK's provisioning, and delivery of Services by RNK to the Customer and Customer's use of the Services. Some Services offered by RNK under the Agreement are offered pursuant to applicable tariffs, which are filed with applicable federal and state regulatory agencies ("Tariffed Services"). All applicable tariffs are fully incorporated herein by reference. For Tariffed Services, in the event of a conflict between the Agreement and a tariff, the tariff shall control. Upon cancellation of any applicable tariff, the Agreement shall control.

ARTICLE I: DEFINITIONS

Whenever used in the Agreement, as hereinafter defined, the following terms shall have the respective meanings given to them in this Article 1, unless the context requires otherwise. Said terms also have such meanings when used in any exhibit, schedule, attachment or addendum hereto or in any document made or otherwise delivered pursuant to this Agreement, unless the context otherwise requires. Each said term defined in this Article 1 shall be deemed to refer to the singular, plural, masculine, feminine, or neuter, as the context requires.

1.1 "**Agreement**" means this Master Service Agreement, including Service Annexes and Exhibit(s) and Service order(s), as originally executed and as the same may be amended, modified and supplemented from time to time by exhibits, schedules, attachments or addendums, executed in the accordance herewith. In the event of any inconsistency between the Master Service Agreement herein and the Service Annex, and only to the extent of the inconsistency, the Master Service Agreement shall control. Words such as "herein," "hereafter," "hereof," "hereto," "hereby", and "hereunder," when used with reference to this Agreement, refer to this Agreement as a whole, unless the context otherwise requires.

1.2 "**Assignment**" (including the verb forms "Assign" and "Assigned") means a sale, exchange, transfer or other disposition of all or any portion of a Party's rights hereunder. "**Assignor**" means a person who makes an assignment and "**Assignee**" means a person who receives an Assignment.

1.3 "**Affiliate**" or "**Affiliated Person**" means, when used with reference to specific person (or when not referring to a specific person shall mean Affiliate of a Party), any Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specific Person. This term shall also include any Person who, direct or indirectly, through one or more intermediaries, has the contractual right or option to acquire or vote more than 20% of the voting interest of a specific Person.

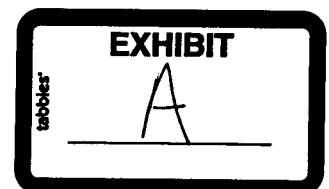
1.4 "**Business Days**" means days other than Saturdays, Sundays and legal holidays.

1.5 "**Control**" (or the verb form "**Controlled**") a Person shall be deemed to control another person when such controlling person has the power, directly or indirectly, to cause the direction of the management or policies of such other Person, whether through the ownership of voting securities, by contract, agency or otherwise.

1.6 "**End User**" means an end user solicited by one party, which uses the other Party's Services.

1.7 "**FCC**" refers to the Federal Communications Commission.

1.8 "**Final Order**" means an action by any applicable federal or state agency or court as to which: (i) No request for stay by the federal or state agency or court of the action is pending, no such stay is in effect, and if any deadline for filing any such request is designated by statute or regulation, it has passed; (ii) No petition for rehearing or reconsideration on its own motion



and the time for such has passed; and (iii) No appeal to a court, or request for stay by a court, of the federal or state agency's or court's action is pending or in effect, and if any deadline for filing such appeal or request is designated by statute or rule, it has passed. Or (iv) Any action, Order, or Ruling that remains in lawful effect and under which the Parties agree to operate pending any further action described above.

1.9 "**Party**" refers to one or both of the parties to this Agreement, Customer or RNK, as the context indicates.

1.10 "**Person**" means any general partnership, limited partnership, corporation, joint customer, trust, business trust, governmental agency, cooperative, association, individual or other entity, and the heirs, executors, administrators, legal representative, successor and assigns of such person as the context may require them.

1.11 "**Proprietary Information**" means information relating to the business and operations of either Party hereto or its subsidiaries, affiliates, clients and consultants including, but not limited to, all technical, marketing and financial information relating thereto, any information relating to the pricing, methods, processes, financial data, list, apparatus, statistics, programs, research, development or related information of such party, its subsidiaries, Affiliates, clients or End User concerning past, present or future business activities or operations of said entities including identities of underlying carriers and information relating facilities, invoicing companies or agents, or the result of the provision of services performed under this Agreement.

1.12 "**Services**" or Parties' Services refers to services described in the Agreement and in its Schedules (which, hereafter are referred to as "Service Schedule(s)").

ARTICLE II: SERVICES / OBLIGATIONS OF PARTIES

2.1 **Service Offered:** The Services are as set forth in this Master Service Agreement, the Service Annex, Service Order(s) and Exhibits. The Service Annex and Exhibit(s) may be revised in writing from time to time by mutual consent, except with regard to rate changes. RNK will inform Customer in writing by email or facsimile of any changes in its rates, charges, rules, standard policies or Services in a timely manner. Rates are subject to change with five (5) Business Days notice with respect to rate increases and one (1) day's notice with respect to rate decreases. The Parties reserve the right, in their sole discretion, to discontinue the sale of any telecommunications services, including the Services defined herein, without any liability for such discontinuation as long as thirty (30) days written notice (except in extraordinary situations set forth hereunder) is provided.

2.2 **No Collocation Rights:** No collocation rights are granted by virtue of this Agreement; any collocation rights shall be set forth in a separate agreement, which may be attached as an Exhibit hereto.

2.3 **Customer Obligations and Representations:** Customer is and shall remain in compliance with all laws, regulations, and tariffs relating to its activities in all jurisdictions. Customer has and will have all requisite power and authority to carry on its business as it is conducted from time to time in the jurisdictions it chooses. Customer shall obtain, provide and pay for all necessary connection facilities for the interconnection of the Customer's network with the RNK network as applicable.

ARTICLE III: INVOICING AND COLLECTIONS

3.1 **Invoicing and Payment:** Unless otherwise specified in the Service Annex, RNK will invoice for Services on a bi-weekly basis (i.e., every 14 days), on the first business day after, and for, the preceding fourteen (14) days of usage, if any, and invoice monthly in advance for recurring Services, and all payments shall be made by 4:00 P.M. ET within fourteen (14) days of receipt of invoice. Invoices will be sent by email, facsimile or overnight delivery. The invoice shall be deemed received on the date of transmission if by email, or a facsimile confirmation if sent by facsimile or, if sent by overnight delivery, on the date after it is so sent.

3.1.1. **Usage Charges:** Usage sensitive charges for wholesale services, if applicable, are based on the actual usage of Parties' facilities. Such charges are measured in Conversation Minutes as set forth below. Unless otherwise specified in this Agreement, the minimum call duration for invoicing purposes is: (a) for Domestic Service, six (6) seconds minimum initial period and usage is rounded to the next higher six (6) second increment after the initial period; (b) for International Service EXCEPT Mexico, thirty (30) seconds minimum initial period and usage is rounded to the next higher six (6) second increment after the initial period; (c) for Service to and from Mexico, sixty (60) seconds minimum initial period and usage is rounded to the next

higher sixty (60) second increment after the initial period. Usage sensitive charges for retail services, if applicable, will be rounded to the next whole minute (e.g. calling card services and VoIP resold lines).

3.1.1.1 **Circuit Utilization:** Customer and RNK will monitor the usage on the circuits and mutually agree to a reasonable resolution if the utilization is under expectations.

3.1.2. **Usage Measurement:** When applicable, usage measurement will commence when one Party sends the first supervisory signal, and answer supervision is received by that Party from the terminating end user, indicating that the termination end user has answered. For all usage, measurement will end when Each Party receives disconnect supervision from the terminating end switch (or, where disconnect supervision is not available, when the call is released by automatic timing in the network) and/or when the appropriate call release messages are received or sent by that Party

3.2 **Payment Responsibility:** It is each Party's responsibility to ensure that all information it transmits to any carrier is accurate. Customer shall not be excused from payment due to claims of calls being fraudulent.

3.3 **Late Payment:** Should payment not be made when due hereunder, simple interest thereon shall accrue at an interest rate of one per cent (1%) per month or the maximum amount of interest which may be legally be charged on an open account, whichever is less. Interest charges shall be prorated on a daily basis for partial months, and on thirty (30) day month basis. Alternatively, RNK, at its sole discretion, may terminate, suspend, or interrupt service to Customer without any liability to RNK.

3.4 **Invoice Dispute:** In the event of a good faith invoice dispute, the disputing Customer may withhold payment of such disputed amounts pending resolution of the dispute. Once non-disputed payment is received by RNK the Parties will negotiate the invoice dispute provided that the Customer: Presents any invoicing discrepancies in reasonable detail and in writing, within sixty (60) days after the due date for payments of the disputed amount with supporting documentation; and

b) Negotiates in good faith for the purpose of resolving such disputes within a thirty (30) day period after receipt of such documentation. In the event such dispute is resolved in favor of the disputing Party, the disputing Party will receive an adjustment and a credit for the applicable late fees. The Parties shall not be obligated to consider any notice of invoicing discrepancies received more than sixty (60) days following the date the invoice in question is received absent manifest invoice error. If any invoicing dispute cannot be resolved within the thirty (30) day resolution period, the Parties will proceed pursuant to the processes of Article VII.

5 **Remedies for Breach:** In the event a Party is in breach of this Agreement, including without limitation, failure by the Party to pay charges not properly in dispute hereunder by the due date, the other Party shall have the right, in addition to any other remedies, to:

a) Suspend all or any portion of the Services until such time as the Party has paid in full all charges then due, including any interest and late fees. RNK shall communicate with Customer by email at least two (2) days in advance of the service suspension that payment has not yet been received and that the suspension of service is impending; and/or

b) Terminate this Agreement without liability in accordance with Section 4.4 hereof.

ARTICLE IV: TERM AGREEMENT

4.1 **Effective Date; Renewal:** Unless otherwise stated in the Service Annex, This Agreement shall become effective upon the Effective Date, and shall remain in effect for a period of one (1) year unless otherwise terminated in accordance herewith. This Agreement automatically shall be renewed thereafter on a month-to-month basis or as otherwise agreed upon by the Parties in writing. This Agreement thereupon shall be terminable by either Party upon thirty (30) days prior written notice to the other Party. The Effective Date for any Service Order shall be the date indicated on the Service Order.

4.2 **Loss of Operating Authority:** Either Party may terminate this Agreement without liability or further obligation on the part of either party to the other if a Party's underlying Agreement(s) with its carrier(s) ceases to be effective or is materially and

substantially modified beyond such Party's control, or, if by Final Order, a Party loses its authority to provide the Services as contemplated hereunder, or if such authority is suspended or not renewed.

4.3 **Events of Default:** Aside from any other events of default set forth in this Agreement, the following shall constitute an event of default hereunder;

- a) The violation by either Party hereto of any material term or provision of this Agreement or the failure of either Party hereto to perform any of its material obligations hereunder for a period of two (2) business days from the date of written notice thereof by the other Party or, if such violation is incapable of cure within five (5) business days, the failure of the defaulting Party to take such steps as are necessary to commence the cure within five (5) business days and thereafter to diligently prosecute such steps to completion;
- b) The failure of the Parties to abide by the term of the Master Service Agreement, Exhibit(s), Service Order(s) or Service Annex(s); or
- c) The willful or intentional violation by either Party hereto of any term or provision of this Agreement.
- d) Failure to provide service for 5 consecutive days (120 consecutive hours), or for 5 periods of more than 24 hours in any 30 day period, except pursuant to section 8.1.

4.4.1 Upon the occurrence of an event of default as defined herein, unless specifically provided for elsewhere in the Agreement, the non-defaulting Party shall have the right to terminate this Agreement upon five (5) Business Days written notice.

4.4.2 If this Agreement is terminated after the Effective Date by RNK for Customer's breach, or by Customer except as permitted under this Agreement, Customer shall pay to RNK, within 48 hours of receipt of a written request from RNK, all undisputed sums then due and unpaid.

4.5 **Alternative Remedies:** The remedies set forth herein are cumulative and in addition to, and not in limitation of, other remedies available at law or on equity. None of the remedies specified in this Article IV for any default or breach of this Agreement shall be exclusive.

ARTICLE V : LIABILITY AND INDEMNIFICATION

5.1 **Scope of Agreement:** Each Party is a non-exclusive independent contractor for the purposes expressly stated herein. A Party is not a general or special agent of said Parties, and this Agreement does not create a joint customer or apply to confer any status, power or authority upon either Party other than as expressly set forth herein. The scope of a Party's authority is specially limited to the minimum authority necessary to perform the duties accepted pursuant to this Agreement

5.2 **Parties' Employees:** All persons employed or contracted by the Parties to perform duties under this Agreement are, and will remain, the employees and agents of each Party and Parties shall remain responsible for the acts and omissions of its employees and agents and shall have sole responsibility for their supervision, direction and control. The Parties shall comply with all applicable laws regarding withholding and payment of all income or other state taxes, social security taxes, unemployment insurance, workmen's compensation and disability benefits as well as those regarding equal employment opportunities and safety of the work place insofar as such concerns the subject matter hereof.

5.3 **Right to Conduct Other Business:** Each Party hereto understands and acknowledges that this Agreement is non-exclusive and that the Parties themselves, their Affiliates, their representatives, and other entities with whom they may contract may compete with the other Party hereto in the businesses subject hereto. This Agreement shall not in any way limit Parties' power and right to contract with other Persons concerning the matter hereof on such terms as Parties see fit even though such Persons, as a result compete with said Party. This Agreement also shall not in any way limit Parties' power and right to contract with other Persons concerning the subject matter hereof, either during the term hereof or thereafter, on such terms as Parties see fit even though such persons, as a result, compete with each Party.

5.4 **Indemnification:** Notwithstanding any of the provision of this Agreement which may be construed to the contrary, each Party ("**Indemnifying Party**") will indemnify the other Party, their directors, officers, employees, agents and representatives ("**Indemnified Party**"), and save them harmless from and against any and all claims, actions, damages, consequential damages, liabilities and expenses (collectively, "**Losses**") occasioned by any act or omission of the Indemnifying Party, its directors, officers, employees, agents or representatives, relating to the performance of its obligations hereunder. If the Indemnified Party shall, without fault of their part, be made parties to any litigation concerning the Indemnifying Party or the above described parties performance hereof, or commenced by or against the Indemnifying Party, then the Indemnifying Party shall protect and hold the Indemnified Party harmless, and shall pay all costs, losses, expenses, and reasonable attorney's fees incurred or paid by the Indemnified Party in connection with said litigation.

5.4.1 In the event that the litigation described in this Section 5.4 hereof shall be commenced against an Indemnified Party, the Indemnified Party will give immediate notice thereof to the Indemnifying Party. The Indemnifying Party shall then have the option of participating in said litigation, or, at its election, may assume all responsibilities and liabilities associated with said litigation upon written acceptance of liability hereunder. The Indemnified Party may not settle, discount or otherwise compromise any matter giving rise to a loss and indemnification hereunder without prior written consent of Indemnifying Party.

5.5 **Quality of Service:** The Parties will make every reasonable effort to provide continuous and uninterrupted service to End Users obtained hereunder in accordance with generally applicable industry standards; however;

EXCEPT FOR ANY EXPRESS WARRANTIES STATED IN THIS AGREEMENT, EACH PARTY DISCLAIMS AND WAIVES ALL WARRANTIES, WHETHER SUCH WARRANTIES ARE MADE BEFORE OR AFTER THE EXECUTION HEREOF. THE STATED WARRANTIES ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON THE PART OF PARTIES FOR DAMAGES INCLUDING, BUT NOT LIMITED TO, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF EITHER PARTY'S SERVICE. IT IS EXPRESSLY UNDERSTOOD THAT THE SOLE REMEDY OF A PARTY OR THAT PARTY'S END USERS FOR BREACH OF THIS AGREEMENT BY CUSTOMER OR RNK FOR ANY DAMAGE TO THE OTHER PARTY OR OTHER PARTY'S END USERS IS TO SEEK DIRECT DAMAGES, BUT IN NO EVENT SHALL SUCH DIRECT DAMAGES EXCEED THE PRICE CHARGED FOR SUCH SERVICES.

5.6 **Taxes:** Customer acknowledges and understands that RNK computes all charges herein exclusive of any applicable value-added, federal, state or local use, universal service fund, excise, gross receipts, sales and privilege taxes, duties, fees or similar liabilities ("**Additional Charges**"). Unless Customer provides RNK with a properly executed Certificate of Tax Exemption for all foreign, federal, state, country, and local taxes and fees (if any), Customer shall pay such Additional Charges in addition to all other charges provided for herein.

ARTICLE VI: CONFIDENTIALITY

6.1 **Proprietary Information:** During the term of this Agreement and for a period of one (1) year thereafter, each Party shall retain in confidence, and shall require its directors, officers, employees, consultants, representatives and agents to retain in confidence, any and all Proprietary Information belonging to the other Party ("**Originating Party**"). The Parties agree that the Proprietary Information constitutes trade secrets and that the disclosure thereof in contravention of this Agreement would constitute an unfair trade practice.

6.1.1 Each of the Parties shall take effective precautions, contractual and otherwise, reasonably calculated to prevent unauthorized disclosure or misuse of Proprietary Information by any of its employees or by any other person having access to such information.

6.1.2 Proprietary Information shall not be deemed to include information, which is:

- a) Already known to the other Party ("**Non-Originating Party**");
- b) Publicly known (or becomes publicly known) without the fault or negligence of the Non-Originating Party;
- c) Received by the other Party from a third party without restriction and without breach of this Agreement;

- d) Approved for release by written authorization of the Originating Party; or
- e) Required to be disclosed by law; provided, however, that in the event of proposed disclosure pursuant to this Section 6.1.2(e), the Non-Originating Party shall give the Originating Party written notice before such disclosure is made.

6.2 **Delivery of Document:** All documents, manuals and other written information, that constitute Proprietary Information given to or purchased by the Non-Originating Party during the term of this Agreement, shall remain the sole and exclusive property of the Non-Originating Party. Upon request of a Party, the other Party shall within ten (10) business days after termination of this Agreement, return to the Party as the Originating Party (without retaining copies thereof) any and all Proprietary information obtained from such Originating Party in connection with the transactions contemplated by this Agreement.

6.4 **Specific performance:** RNK and Customer stipulate that any breach of the provisions of this Article VI could result in irreparable harm in an amount not readily ascertainable and that thus legal remedies would be inadequate with regard thereto. Accordingly, either Party hereto shall have the right to enforce the provisions of this Article VI by obtaining an injunction or specific performance from any court of competent jurisdiction. Additionally, if either Party willfully breaches any material term hereof, whether or not the other Party exercises its option to terminate this Agreement pursuant to Section 4.4 hereof, or any other remedies available to it, the non-breaching Party shall be entitled to recover reasonable attorney's fees in redressing said breach. The provisions of this Section 6.4 shall survive the termination of this Agreement.

ARTICLE VII: DISPUTE RESOLUTION

7.1 **Dispute Forums:** In the event a dispute arises under this Agreement, both Parties agree that each shall discuss and negotiate the issues between the Parties' authorized agents, with informal escalation within the Parties' organizations as necessary to pursue and achieve resolution as expeditiously as possible. If a resolution cannot be arrived at between the Parties through informal negotiations as described, either Party may, within forty-five (45) days of written notice of such dispute, serve the other Party with a written demand that the dispute be submitted for expedited binding arbitration or with written notice of initiation of an action in a judicial forum of competent jurisdiction. In the event of a demand for arbitration, said demand shall set forth the nature of the dispute, an approximation of the amount in question, if any, and the nature of the remedy sought. The dispute shall be submitted to expedited arbitration in accordance with the rules and procedures for commercial arbitration of the American Arbitration Association ("AAA") or any successor organization, and judgment upon any award rendered by the arbitrator shall be binding and final and may be entered in any court having jurisdiction thereof. The place of arbitration or court proceeding shall be in New York or such other venue to which the Parties may mutually agree.

7.2 **Attorney's Fees:** In connection with a dispute arising out of or relating to this Agreement, or the breach thereof, if an action is brought by either arbitration or Court proceeding, to enforce the terms and provisions of this Agreement, or to recover damages for breach hereof, the Prevailing Party shall be entitled to recover from the other Party all cost, expenses and reasonable attorney's fees incurred in connection with the exercise by the Prevailing Party of its rights and remedies under this Agreement. For the purpose of this Section 7.5, the term "Prevailing Party" shall mean, in the case of the claimant, one who is successful in obtaining substantially all of the relief sought, and in the case of the defendant or respondent, one who is successful in denying substantially all of relief sought by the claimant.

7.3 **Limitation:** Any and all disputes required to be submitted to mandatory judgment hereunder shall be so submitted within two (2) years from the date the dispute first arose .

7.4 **Judgment:** Judgment upon the award of the arbitrator shall be entered in any court having jurisdiction thereof on the request of any Party.

ARTICLE VIII: MISCELLANEOUS

8.1 **Force Majeure:** Except as to the payment of monies pursuant to the Agreement, neither Party shall be liable to the other for any delay or failure to perform hereunder, which delay or failure is due to causes beyond the control of said Party, including,

but not limited to: acts of God, acts of the Public enemy; acts of the United States of America, or any State, territory or political subdivision thereof or of the District of Columbia; fires, floods; epidemics; quarantine restrictions; or strikes or freight embargoes.

8.2 **Trade Names and Trademarks:** All trade names, trademarks and service marks owned or employed by Customer and RNK or any subsidiary or affiliate of Customer and RNK, used or employed in each Party's business operations, shall remain the sole and exclusive property of Customer or RNK, or such subsidiary or affiliate, and such trade names, trademarks and service marks shall not be used by RNK or Customer without the prior written consent of the proprietary Party or such subsidiary or Affiliate. Parties shall immediately discontinue any use of such marks and names upon termination hereof.

8.3 **Succession:** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successor in all or substantially all interests and assigns; provided, however, one Party may not assign this Agreement, without prior written consent of the other Party, which consent may not be unreasonably withheld or delayed.

8.4 **Notice:** All notices to this Agreement shall be in writing and shall be sent by overnight mail. If to Customer: 2440 Marsh Lane, Carrollton, Texas 75006 ATTN: Sr. Contracts Manager , cc: Legal Department. If to RNK: RNK Telecom 333 Elm Street, Suite 310, Dedham, MA 02026 ATTN: General Counsel Phone: 781 613 6000 Fax: 781 297-9836

8.5 **Integration:** This Agreement represents the entire agreement and understanding between Customer and RNK as to the subject matter hereof, superseding any prior oral or written communication relative to such subject matter. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the Parties against such enforcement of such waiver, alteration, or modification is sought. This Agreement additionally incorporates applicable tariffs by reference, to the extent not modified herein. This agreement and any amendments hereto, to the extent signed and delivered by means of a facsimile, shall be considered to have the same binding legal effect as if it were the original signed version delivered in person. No Party shall raise the use of a facsimile machine to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile as a defense to the formation or enforceability of this Agreement and Customer forever waives any such defense.

8.6 **Savings and Survival Clauses:** If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of the Agreement shall be valid and be enforced to the fullest extent permitted by law.

8.6.1 All obligations and duties, which by their nature extend beyond the expiration or termination of this Agreement shall survive and remain in effect beyond any expiration or termination.

8.7 **Applicable Law, Choice of Law Forum:** This Agreement shall be governed by the laws of the State of New York without regard to that state's laws concerning conflicts of laws. The Parties hereby stipulate to venue in the State of New York, unless otherwise mutually agreed by the Parties in writing.

8.8 **Regulatory Approval:** This Agreement shall be subject to and governed by any applicable and federal regulatory agencies having jurisdiction over the subject matter hereof. Should any approval or authority be required for any acts, duties or obligations to be performed hereunder, the Parties will cooperate in securing the same.

8.9 **Contingency:** (a) This Agreement is specifically conditioned on RNK's continuing ability to maintain suitable arrangements with other local exchange carriers for the termination to RNK of calls to the numbers furnished to Customer under this Agreement. In the event that RNK is unable to maintain arrangements with one or more other local exchange or other carriers under terms or conditions, including but not limited to provisions for mutual compensation of interchanged calls that RNK, in its sole discretion, determines are fair and adequate, RNK may not be able to provide, or may elect to not provide, service to or from certain carriers, and RNK may, whenever reasonably practicable upon 30 days' written notice to Customer, (or shorter notice if 30 days notice is impossible under the circumstances) terminate this Agreement or raise rates for the impacted service, either in total or as it applies to said Region, at RNK's sole discretion, without incurring any liability. In the event of such notice by RNK, Customer may terminate this Agreement, without liability, upon immediate notification after being so notified by

RNK. (b) Notwithstanding any other provision of this Agreement, this Agreement is subject to change, modification, or cancellation as may be required by an order, rule or decision of Public Utilities Commission, Federal Communications Commission or court in the exercise of its lawful jurisdiction. If any legislative, regulatory, judicial or other governmental decision, order, determination or action with jurisdiction over this Agreement, or any change in applicable law, affects any material provision of this Agreement, the provisioning of Services hereunder, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, then RNK shall have the right to amend in writing, upon mutual consent, this Agreement in order to make such revisions to this Agreement as may be required in order to conform the Agreement to applicable law upon thirty (30) days written notice (or shorter notice if required under the circumstances). In the event of such occurrence and notice, Customer shall have the right to terminate this Agreement upon thirty days written notice to RNK.

8.10 **Authority to Contract:** Each Party hereto warrants that it has full authority to enter into this Agreement and that such action has been duly authorized in accordance with such Party's Articles of Incorporation, By-Laws or other instrument and Customer forever waives any such defense.

8.10.1 Each Party hereto warrants that the execution, delivery, and performance of this Agreement will not conflict with, result in breach of, or cause a default under its article of incorporation, by-laws, partnership or joint Customer agreements, or any material agreement or instrument to which it is party or by which it or any of its property is bound, nor will it conflict with or violate any statute, law, rule, regulation, order, decree or judgment of any court or governmental authority which is binding upon it or its property.

8.10.2 The individuals executing this Agreement further warrant that they have the full power and authority to bind their respective entities to the term hereof and have been duly authorized to do so in accordance with such entities' corporate or other organizational documents and procedures.

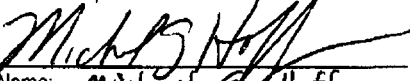
8.11 **Captions; Section:** Captions contained herein are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of any provisions hereof. Use of the term "Section" shall include the entire subject Section and all its subsections where the context requires.

8.12 **Independent Business Judgment; Negotiated Agreement:** The Parties hereby acknowledge and agree that they are independent businesses sufficiently sophisticated to exercise and exercising their own business judgment. The Parties hereby further acknowledge and agree that no recommendations or representations regarding any aspect of a Party's business including, but not limited to, any representations with regard to a Party's profits there from have been made by the Parties. The Parties hereby mutually agree and stipulate that this Agreement is the result of negotiations between the Parties and terms hereof are negotiated terms.

8.13 **Waiver:** Failure or delay on the part of either Party to exercise any right, power or privilege hereunder shall not operate as a waiver thereof. A waiver of one obligation hereunder shall not operate as a waiver of any other obligation. A waiver of breach by a Party of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by the other Party.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have duly executed this Agreement as of the Effective Date.

VarTec Telecom, Inc.

By: 
Print Name: Michael G. Hoffman
Title: President

"Customer"

RNK, Inc.

By: _____
Print Name: _____
Title: _____

"RNK"

The following Attachments are hereby incorporated herein by reference:

- Addendum A
- Terminations Service Agreement, Service Annex (including Exhibits thereto)

Addendum A

This Addendum A is made a part of that certain Master Service Agreement, dated as of December 16, 2005 (the "Agreement") and is incorporated therein by reference. This Amendment A will be rendered inapplicable to the Agreement when Debtors are no longer under supervision of the Bankruptcy Court.

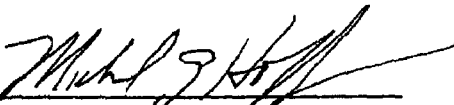
1. **Bankruptcy Filing.** On November 1, 2004, VarTec and its domestic subsidiaries (the "Debtors" and each a "Debtor") filed petitions under Chapter 11 of the United States Code with the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the "Bankruptcy Cases"). The Bankruptcy Cases are currently being jointly administered under bankruptcy case No. 04-81694-HDH-11 pending before the Honorable Harlin D. Hale, Judge of the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the "Bankruptcy Court").
2. **Bankruptcy Court Approval.** An express condition to the effectiveness of the Agreement (with the exception of Debtor's payment obligations for services rendered by Supplier) is entry of an Order by the Bankruptcy Court approving this Agreement after notice and hearing, and the Debtors may take all steps necessary to obtain such approval. Debtors shall use commercially reasonable efforts to seek entry of an Order by the Bankruptcy Court approving the Agreement within two (2) weeks of the execution by Debtor and Supplier of the Agreement, and shall notify Supplier in writing upon entry of the Order. In the event Bankruptcy Court approval is not obtained, Debtor shall have the right to terminate the Agreement with five (5) business days written notice to Supplier following the Bankruptcy Court's denial of the Debtor's motion to approve through a final, nonappealable Order. If Debtor exercises the right to such termination, payment to Supplier for services delivered to Debtor up to the date of termination shall be made in accordance with the terms of the Agreement and shall be administrative expenses in such case.
3. **Assumption/Rejection.** The Debtors may assume or reject the Agreement upon notice and hearing before the Bankruptcy Court.
4. **Assignment.** Subject to the assumption provisions above, notwithstanding anything to the contrary herein or in the Agreement, if so authorized by Order of the Bankruptcy Court in the Bankruptcy Cases, VarTec may assign this Agreement, in whole or in part, to any entity into which VarTec may merge or consolidate or that acquires substantially all of VarTec's assets or stock.
5. **Limitation on Administrative Claims.** So long as the Debtors remain under supervision of the Bankruptcy Court and the Agreement shall not have been assigned by the Debtors as provided hereunder, the Debtors and the estates of the Debtors shall incur no claim under or related to the Agreement of an administrative expense priority other than for actual amounts due for services actually provided to the Debtors under the Agreement.
6. **Confidentiality.** Nothing in the Agreement shall prevent any Debtor from disclosing the Agreement to the Rural Telephone Finance Corporation, the Official Committee of Unsecured Creditors, or third parties in connection with the reorganization or sale, provided the recipient has entered into a confidentiality agreement with such Debtor prior to such disclosure.

IN WITNESS WHEREOF, Supplier and VarTec have each caused this Addendum A to be signed and delivered by its duly authorized representative.

RNK, Inc.

VARTEC TELECOM, INC

By: _____
Name: _____
Title: _____

By: 
Name: Michael G. Hoffman
Title: President

RNK Sales Staff:

Date:

Customer Information
Business Contact

Name: Cheryl Fluhler	Company Name: VarTec Telecom, Inc.	State/Province: TX
Street Address: 2440 Marsh Lane	City: Carrollton, TX	E-Mail: cfluhler@vartec.net
Postal Code: 75006	Country: USA	Cell:
Phone: 847-413-4333	Fax: 847-413-4315	

Service Information

Services:

RNK shall make available to Customer all required (and available to that party) Services within each local transport area, according to relevant and applicable government authority and regulation, where available to RNK. As RNK expands its own network facilities to other LATAs or areas, RNK will make available Services and related network functionalities upon Customer's request. In addition to the provision of Services, RNK will provide the Services below and related services. RNK will:

- (a) Carry Customer's inbound domestic traffic via its own or another carrier's proprietary network from its facilities to its final and intended destination;
- (b) Use its facilities to provide a cost efficient routing ("Transport") of all inbound domestic calls to appropriate carrier(s), including if indicated the aggregation and Transport of Traffic over one or more dedicated trunk(s). However, Customer shall be responsible for cross-connecting to RNK's network at one of RNK's network interconnection locations, and Customer shall be responsible for procuring and maintaining, at its own expense, the necessary facilities or equipment required to cross-connect to such locations.;

Call Termination Requirements: The Parties shall acknowledge Customer traffic as time division multiplex ("TDM") origination, rather than enhanced services. Calling party number "CPN", if provided by Customer must be passed by RNK to termination point. The Parties shall not under any circumstances alter, change or otherwise manipulate call data to make long distance calls appear to be local. The Parties shall not use any means of submitting disguised or false Automatic Number Identification ("ANI")s or otherwise convert the calls. Customer may immediately terminate service if such practice is detected.

Rates:

Network Terminating traffic (Domestic):	As per <u>Exhibit A</u> (attached).
Network Terminating traffic (International):	Services currently not provided. If the Parties agree to commence termination of international traffic, rates will be negotiated at that time.

Additional Services:

n/a

Billing Contacts:

VarTec Telecom, Inc. Attn: Accounts Payable
Rate Changes c/o: : Name phone: :
fax:
Invoices c/o: apinvoices@vartec.net, fax: 972-478-3377

RNK Terminations Service Annex Terms and Condition

This Termination Service Annex ("Service Annex") is subject to all of the terms and conditions specified in that certain Master Services Agreement dated as of 11/16/2005 between VarTec Telecom, Inc. and RNK, Inc., d/b/a RNK TELECOM® ("RNK") (the "Agreement"). Capitalized terms used herein/shall have the meanings attributed in the Agreement.

WHEREAS, Customer and RNK are in the business of providing and/or reselling underlying common carriers' telecommunications transmission services; and

WHEREAS, Customer desires to purchase certain services identified in this Terminations Service Agreement Service Annex (the "Services") provided by RNK, and RNK desires to offer such Services according to the terms, conditions and rates incorporated herein;

TERMINATIONS SERVICE AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and warranties which appear below, and intending to be legally bound thereby, the parties hereby agree as follows:

I. Term: (a) This Service Annex shall become effective upon the Effective Date, and shall remain in effect for period of one (1) year unless otherwise terminated in accordance herewith. This Service Annex automatically shall be renewed thereafter on a month-to-month basis or as otherwise agreed upon by the Parties in writing. This Service Annex thereupon shall be terminable by either Party upon thirty (30) days prior written notice to the other Party. (b) Either Party may terminate this Agreement without liability or further obligation on the part of either party to the other if a Party's underlying Agreement(s) with its carrier(s) ceases to be effective or is materially and substantially modified beyond such Party's control, or, if by Final Order, a Party loses its authority to provide the Services as contemplated hereunder, or if such authority is suspended or not renewed.

II. Forecasts: Customer shall provide RNK upon request, with periodic forecasts, in a mutually approved format, regarding the number of minutes per month expected to be terminated in various countries and or cities, so as to enable RNK to configure optimum network arrangements. RNK reserves the right to limit the facilities it assigns to terminate traffic for Customer. RNK will use reasonable efforts to provide Customer with advance notice of any limitation of the facilities it assigns to Customer, but in no event less than twenty-four (24) hours notice. Customer agrees to provide RNK with not less than thirty (30) days notice, whenever reasonably practicable, of any substantial projected increase in traffic (e.g., greater than twenty five percent (25%)) to a particular destination. If RNK can not terminate traffic sent to them by Customer, RNK shall release the call back to Customer so Customer may route to the next choice service provider.

III. Payment Responsibility: It is each Party's responsibility to ensure that all information it transmits to any carrier is accurate. Customer shall not be excused from payment due to claims of calls being fraudulent.

IV. Service Discontinuation: The Parties reserve the right, in their sole discretion, to discontinue the sale of any telecommunications services, including the Services defined herein, without any liability for such discontinuation as long as thirty (30) days written notice is provided to the other Party.

NOW, THEREFORE, in consideration of the mutual promises, covenants and warranties that appear below, and intending to be legally bound thereby, the Parties hereby agree to the terms herein by executing this Service Annex. Customer agrees to pay for all Services performed by RNK, including taxes, surcharges and fees, as may be applicable from time-to-time. Undersigned below, the Parties acknowledge that they are authorized to sign this Service Annex and bind themselves hereto.

For Customer: Michael G. Hoffman Title: President Date: 12-16-05
(Signature)
Name: Michael G. Hoffman
(printed or typed)

For RNK: _____ Title: _____ Date: _____
Name: _____
(printed or typed)