

UT-073045



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EMBARQ™

Embarq
902 Wasco Street
Hood River, OR 97031
EMBARQ.com

August 2, 2007

Ms Carole Washburn
Washington Utilities & Transportation Commission
1300 S. Evergreen Park Dr SW
PO Box 47250
Olympia, WA 98504-7250

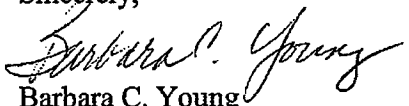
Re: Master Interconnection, Collocation and Resale Agreement for the State of Washington between Axxis Communications, Inc and United Telephone Company of the Northwest d/b/a Embarq

Dear Ms. Washburn:

Pursuant to Section 252 (a) and (e) of the Telecommunications Act of 1996 ("the Act") enclosed for submission is the original, signed copy of the Master Interconnection, Collocation and Resale Agreement for the State of Washington between Axxis Communications, Inc and United Telephone Company of the Northwest d/b/a Embarq. The companies request that the Commission approve this Agreement under Section 252 (e)(1) and (2)(A) of the Act.

Copies of the Agreement and the checklist have also been filed electronically on this date.

Should you have any questions concerning this submission or need additional information, please contact Barb Young at (541) 387-9850 or by e-mail at barbara.c.young@embarq.com.

Sincerely,

Barbara C. Young

Enclosure

Cc (w/o enclosure):
Director, Local Carrier Markets, Embarq
Owner, Axxis Communications, Inc

Barbara C. Young
MANAGER - GOVERNMENT AFFAIRS OR WA
Voice: (541) 387-9850
Fax: (541) 387-9753
Barbara.C.Young@embarq.com

Premises. CLEC shall not have responsibility or liability for any damages, expenses, costs, fees, penalties of any kind arising out of, or in connection with, or resulting from the disturbance of asbestos or ACBM in the Premises unless such disturbance arises out of or in connection with, or results from CLEC's use of the Collocation Space or placement of equipment onto ACBM or into areas containing asbestos identified by Embarq. Embarq agrees to provide CLEC reasonable notice prior to undertaking any asbestos control, abatement, or other activities which may disturb asbestos or ACBM that could potentially affect CLEC's equipment or operations in the Collocation Space, including but not limited to the contamination of such equipment. Embarq will not have responsibility or liability for any damages, expenses, costs, fees, penalties of any kind arising out of, or in connection with the presence of asbestos in Embarq Premises.

95. MISCELLANEOUS

- 95.1. CLEC warrants that it has had no dealings with any broker or agent in connection with this Agreement, and covenants to pay, hold harmless and indemnify Embarq from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent with respect to this Agreement or the negotiation thereof.
- 95.2. Submission of this instrument for examination or signature by Embarq does not constitute a reservation of or option for license and it is not effective, as a license or otherwise, until execution and delivery by both Embarq and CLEC.
- 95.3. Neither Embarq nor its agents have made any representation or warranties with respect to the Collocation Space of this Agreement except as expressly set forth herein; no rights, easements, or licenses shall be acquired by CLEC by implication or otherwise unless expressly set forth herein.
- 95.4. In the event of work stoppages, Embarq may establish separate entrances for use by personnel of CLEC. CLEC shall comply with any emergency operating procedures established by Embarq to deal with work stoppages.
- 95.5. The individuals executing this Agreement on behalf of CLEC represent and warrant to Embarq they are fully authorized and legally capable of executing this Agreement on behalf of CLEC.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and accepted by its duly authorized representatives.

"Customer"

By:



Name:

Dan Bubbs

Title:

President

Date:

7/16/07

"Embarq"

By:



Name:

Emerick Kapka

Title:

Director Wholesale Markets

Date:

7/17/07