



**INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT
FOR THE STATE OF WASHINGTON**

July 20, 2007

Axxis Communication, Inc.

and

**United Telephone Company of the Northwest
d/b/a Embarq**

INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT

This Interconnection, Collocation and Resale Agreement (the "Agreement"), dated this 20th day of July 2007, is entered into by and between Axxis Communication, Inc. ("CLEC"), an Oregon corporation, and United Telephone Company of the Northwest d/b/a Embarq ("Embarq"), an Oregon corporation, to establish the rates, terms and conditions for local interconnection, collocation, local resale, and purchase of unbundled Network Elements (individually referred to as the "service" or collectively as the "services").

WHEREAS, the Parties wish to interconnect their local exchange networks for the purposes of transmission and termination of calls, so that customers of each can receive calls that originate on the other's network and place calls that terminate on the other's network, and for CLEC's use in the provision of exchange access ("Local Interconnection"); and

WHEREAS, CLEC wishes to purchase Telecommunications Services for resale to others, and Embarq is willing to provide these services; and

WHEREAS, CLEC wishes to purchase unbundled Network Elements, ancillary services and functions and additional features ("Network Elements") for the provision of Telecommunications Services to others, and Embarq is willing to provide unbundled Network Elements and services; and

WHEREAS, the Parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Communications Act of 1934, as amended (the "Act"), the Rules and Regulations of the Federal Communications Commission ("FCC"), and the orders, rules and regulations of the Commission; and

WHEREAS, the Parties wish to replace any and all other prior agreements, written and oral, applicable to the state of Washington.

Now, therefore, in consideration of the terms and conditions contained in this Agreement, CLEC and Embarq hereby mutually agree as follows:

20. NO THIRD PARTY BENEFICIARIES

20.1. The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person, and this Agreement shall not provide any person not a party hereto with any remedy, claim, liability, reimbursement, right of action, or other right in excess of those existing without reference hereto. This shall not be construed to prevent CLEC from providing its Telecommunications Services to other carriers.

21. NOTICES

21.1. Except as otherwise provided herein, all notices or other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage prepaid, return receipt requested and addressed as follows:

If to "Customer":

Dan Bubb
Axxis Communication, Inc.
616 Industrial Street
PO Box 1107
Hood River, OR 97031

If to Embarq:

Director - Wholesale Markets
Embarq
KSOPKB0401-413
9300 Metcalf Avenue
Overland Park, KS 66212

With a copy to:

With a copy to:

21.2. If delivery, other than certified mail, return receipt requested, is used to give notice, a receipt of such delivery shall be obtained and the notice shall be effective when received. If delivery via certified mail, return receipt requested, is used, notice shall be effective when sent. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section.

22. WAIVERS

22.1. No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.

22.2. No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.

22.3. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

23. SURVIVAL

23.1. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to