

Amendment No. 1

to the

Interconnection, Collocation and Resale Agreement

for

the state of Washington

Between

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

and

Axxis Communication Inc.

Amendment No. 1, made this 8th day of August, 2013, is entered into by and between Axxis Communication Inc. ("CLEC"), and United Telephone Company of the Northwest d/b/a CenturyLink ("CenturyLink") for the state of Washington. CenturyLink and CLEC are referred to herein as the "Parties".

BACKGROUND:

WHEREAS, the Parties entered into an Interconnection, Collocation and Resale Agreement for the state of Washington ("Agreement") the 7th day of May, 2010.

WHEREAS, the Parties wish to amend the Agreement to modify the existing rate sheet for cross-connect facilities.

In consideration of the promises and agreements contained in this Amendment, the Parties hereby agree as follows:

AMENDMENT:

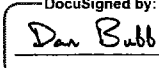
1. The rates for cross-connect facilities are as follows:

Cross Connect Facilities	Non-Recurring Rate	Monthly Recurring Rate
DS0 Switchboard Cable (per 100 Pair)	N/A	\$ 29.83
DS0 Co-Carrier Direct Cabling (per 100 Pair Switchboard Cable)	\$ 538.80	\$ 9.16
DS1 Cross Connect (per DS1 in 28-pack Increments)	N/A	\$ 1.69
DS1 Co-Carrier Direct Cabling (per DS1 28-pack Cable)	\$ 549.69	\$ 10.67
DS3 Cross Connect (per DS3)	N/A	\$ 21.13
DS3 Co-Carrier Direct Cabling (per DS3 12-pack Cable)	\$ 1887.85	\$ 25.82
Optical Cross-Connect (per 4-Fiber Cable)	N/A	\$ 16.99
Optical Co-Carrier Direct Cabling (per 4-Fiber Cable)	\$ 214.63	\$ 10.90
Internal Cable Space (per 48-Fiber Cable)	N/A	\$ 40.32
Internal Cable Space (per 100-Pair Copper Stub Cable)	N/A	\$ 26.94
Internal Cable (per 48-Fiber Cable)	\$ 1,119.42	\$ 39.77
Internal Cable (per 100-Pair Copper Stub Cable)	\$ 183.55	\$ 53.47


2. Except as modified herein, the terms and conditions of the Parties Agreement shall continue in full force and effect. In the event of a conflict between the rates for cross-connect facilities in the Agreement and this Amendment, this Amendment shall control.
3. This Amendment No. 1 is executed by authorized representatives of CenturyLink and CLEC and is made a part of and incorporates the existing terms and conditions of the Agreement.

IN WITNESS WHEREOF, CenturyLink and CLEC have caused this Amendment No. 1 to be executed by its duly authorized representatives.

"CLEC"

By: 
Name: 4C45949571BA466...
Dan Bubb
Title: President
Date: 8/5/2013

"CenturyLink"

By: 
Name: 05E9FC68BD57454...
DocuSigned By: L T Christensen
LT Christensen
Title: Director Wholesale Contracts
Date: 8/7/2013