



**Adoption of the  
Interconnection Agreement**

**By**

**Peerless Network of Washington, LLC**

**Adopting the  
Interconnection Agreement**

**Between**

**FRONTIER COMMUNICATIONS NORTHWEST INC.**

**And**

**ONVOY, LLC**

**For the State of Washington**

## **Adoption of the Interconnection Agreement**

This Adoption of the Interconnection Agreement ("Agreement") is entered into by and between **NORTHWEST FIBER, LLC d/b/a Ziplly Fiber Communications Northwest, Inc** and Peerless Network of Washington, LLC ("CLEC"), each of which may be referred to herein as "Party", or collectively as "the Parties", to establish the terms, conditions and rates for local interconnection and the exchange of Local traffic for the State of Washington.

**NOW THEREFORE**, the Parties agree as follows:

### **1. ADOPTED AGREEMENT**

- 1.1 This Agreement between the Parties shall consist of the Interconnection Agreement entered into by and between FRONTIER COMMUNICATIONS NORTHWEST INC. and Onvoy, LLC fka Neutral Tandem-Washington, LLC that was approved by the Commission in October 24, 2007 under Docket # UT-073046 ("Adopted Agreement").
- 1.2 This Agreement is made a part of and incorporates the terms and conditions of the Adopted Agreement, including all amendments to that Adopted Agreement (the "Terms").
- 1.3 Except as set forth herein, the Adopted Agreement remains unchanged and in full force and effect.

### **2. PARTY**

For the purposes of this Agreement, CLEC is hereby substituted in the Adopted Agreement for Onvoy, LLC.

### **3. PROVISIONS**

- 3.1 The Terms of the Onvoy, LLC Agreement are being adopted in its entirety by CLEC pursuant to CLEC's statutory rights under Section 252(i). The filing and performance by of the Terms does not in any way constitute a waiver by Northwest Fiber, LLC d/b/a Ziplly Fiber Communications Northwest, Inc., of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Northwest Fiber of any or all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of CLEC's 252(i) election.
- 3.2 Should CLEC attempt to apply the adopted Terms in a manner that conflicts with the provisions set forth herein, Northwest Fiber reserves its rights to seek appropriate legal and/or equitable relief.
- 3.3 CLEC understands that it is providing a representation and warrants that it is complying with all provisions of the Adopted Agreement as of the effective date of the adoption.

### **4. EFFECTIVE DATE AND TERM**

- 4.1 This Agreement shall become effective on the date of Commission Approval ("Effective Date"); however the Parties may agree to implement the provisions of this Agreement upon execution by both Parties. However, the initiation of a new account, any new provision of service or obligation or any revision to currently existing services or obligations may take up to 60 days to accommodate any required initial processes.
- 4.2 In the event that the Parties currently have an existing Interconnection Agreement, this Agreement shall replace the existing Interconnection Agreement in its entirety beginning on the Effective Date. However, nothing relieves the Parties from fulfilling all obligations incurred under that prior Interconnection Agreement.

4.3 The expiration date of this Adoption Agreement shall be the same as the expiration date of the agreement that is being adopted, and shall continue in force and effect unless and until cancelled or terminated as provided in the Agreement..

**5. NOTICES**

Except as otherwise provided, all notices and communication hereunder will be deemed to have been duly given when made in writing and delivered in person or deposited in the U.S. mail, certified, postage paid, return receipt requested, and addressed as follows:

**To Northwest Fiber, LLC d/b/a ZiPLY Fiber Communications Northwest, Inc:**

Northwest Fiber  
Associate General Counsel  
1800 41<sup>st</sup> Street  
Everett, WA 98203  
Phone: 425-261-5844  
Email: [George.thomson@ziPLY.com](mailto:George.thomson@ziPLY.com)

**To CLEC:**

[contact name]  
[title]  
Peerless Network of Washington, LLC  
Address  
City, State ZIP  
Phone:  
Email:

**6. REGULATORY REQUIREMENTS**

- 6.1 CLEC represents and warrants that it is authorized to provide telecommunications services in the State of Washington.
- 6.2 The Parties will cooperate to file this Agreement with the Commission for approval and complete all attendant requirements of the Commission for such approval.

**IN WITNESS WHEREOF**, CLEC and **NORTHWEST FIBER, LLC d/b/a ZiPLY Fiber Communications Northwest, Inc** have caused this Agreement to be executed by their respective duly authorized representatives.

**Peerless Network of Washington, LLC**

**NORTHWEST FIBER, LLC d/b/a ZiPLY Fiber Communications Northwest, Inc**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

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Title

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Title

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Date