



**Adoption of the  
Interconnection Agreement**

**By**

**XYN Communications, LLC**

**Adopting the  
Interconnection Agreement**

**Between**

**Qwest Corporation d/b/a CenturyLink QC**

**And**

**RCLEC, Inc.**

**For the State of Washington**

**CDS- 160517-0001**

## **Adoption of the Interconnection Agreement**

This Adoption of the Interconnection Agreement ("Agreement") is entered into by and between Qwest Corporation d/b/a CenturyLink QC ("CenturyLink") and XYN Communications, 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 Qwest Corporation d/b/a CenturyLink QC and RCLEC, Inc., that was approved by the Commission in August 31, 2015 under Docket # UT-151469 ("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 RCLEC, Inc.

### **3. PROVISIONS**

- 3.1 The Terms of the RCLEC, Inc. Agreement are being adopted in its entirety by CLEC pursuant to CLEC's statutory rights under Section 252(i). The filing and performance by CenturyLink of the Terms does not in any way constitute a waiver by CenturyLink of any position as to the Terms or a portion thereof, nor does it constitute a waiver by CenturyLink 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, CenturyLink 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, which is August 31, 2018.

**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 CenturyLink:**

CenturyLink  
Director Wholesale Contracts  
930 15th Street, 6th Floor  
Denver, CO 80202  
Phone: 303-672-2879  
Email: [intagree@centurylink.com](mailto:intagree@centurylink.com)

**With Copy to:**

CenturyLink Legal Department  
Wholesale Interconnection  
1801 California Street, 9th Floor  
Denver, CO 80202  
Phone: 303-383-6553  
Email: [legal.interconnection@centurylink.com](mailto:legal.interconnection@centurylink.com)

**To CLEC:**

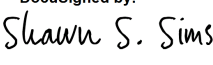
Mark Bunnell  
VP of Regulatory  
XYN Communications, LLC  
8924 Spanish Ridge Ave  
Las Vegas, Nevada 89148  
Phone: 702-423-4372  
Email: [mark@xyncom.com](mailto:mark@xyncom.com)

**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 CenturyLink have caused this Agreement to be executed by their respective duly authorized representatives.

**XYN Communications, LLC**

DocuSigned by:  
  
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\_\_\_\_\_  
Signature

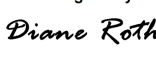
Shawn S. Sims  
\_\_\_\_\_  
Printed Name

SVP Government Affairs  
\_\_\_\_\_  
Title

5/18/2016  
\_\_\_\_\_  
Date

Date

**Qwest Corporation d/b/a CenturyLink QC**

DocuSigned by:  
  
766DEF6A149A455...  
\_\_\_\_\_  
Signature

Diane Roth  
\_\_\_\_\_  
Printed Name

Director – Wholesale  
\_\_\_\_\_  
Title

5/18/2016  
\_\_\_\_\_  
Date

Date