



**Adoption of the
Interconnection Agreement**

By

Ziply Fiber Pacific, LLC

**Adopting the
Interconnection Agreement**

Between

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

And

Rural Telecom Experts, Inc.

For the State of Washington

Adoption of the Interconnection Agreement

This Adoption of the Interconnection Agreement ("Agreement") is entered into by and between United Telephone Company of the Northwest d/b/a CenturyLink ("CenturyLink"), and Ziplly Fiber Pacific, 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 United Telephone Company of the Northwest d/b/a CenturyLink and Rural Telecom Experts, Inc., that was approved by the Commission in Docket UT-220712 dated October 18, 2022. ("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 Rural Telecom Experts, Inc.

3. PROVISIONS

- 3.1 The Terms of the Rural Telecom Experts, 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 in which event neither Party will bring a dispute to require that an obligation incurred after execution must be fulfilled under the terms of the prior Agreement as long as this Agreement ultimately receives Commission Approval and so long as such obligations are fulfilled under the terms of this Agreement. 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, unless such obligation was incurred following execution of this Agreement and the Parties agreed to implement this Agreement and such obligations were fulfilled under this Agreement consistent with the foregoing paragraph.

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 October 17, 2025.

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:
Director Sales Support
Phone: 913-884-1392
Email: intagree@lumen.com

With Copy to:
CenturyLink Legal Department-Wholesale Interconnection
1025 Eldorado Blvd, Interlocken 2000
Broomfield, CO 80021-8254
Phone: 303-992-5599
Email: Legal.Interconnection@lumen.com

To CLEC:
ZiPLY Fiber Pacific, LLC
Terrence Degree
Director – Voice Engineering
135 Lake Street S, Suite 155
Kirkland, WA 98033
Email: Terrence.degree@ziply.com

With Copy to:
ZiPLY Fiber Pacific, LLC
Legal Department
135 Lake Street S, Suite 155
Kirkland, WA 98033
Email: legal@ziply.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.

ZiPLY Fiber Pacific, LLC

Byron E. Springer, Jr.
Byron E. Springer, Jr. (Jan 26, 2023 09:12 PST)

Signature

Byron E. Springer, Jr.
Printed Name

General Counsel
Title

Jan 26, 2023
Date

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

Kimberly J. Povirk
Kimberly J. Povirk (Jan 26, 2023 12:00 CST)

Signature

Kimberly J. Povirk
Printed Name

Sr. Dir. Bus. Ops Wholesale Sales
Title

Jan 26, 2023
Date