peerless
network - connections made easy

27 February 2014

Marlene H. Dortch, Office of the Secretary
Federal Communications Commission, 445
12th Street, SW, Suite TW-A325
Washington, DC 20554

RE: EB Docket No. 06-36, Customer Proprietary Network Information (CPNI) Compliance Filing of Peerless Network, LLC

Dear Secretary Dortch:

Please find following this cover letter the annual compliance filing of Peerless Network, Inc (Peerless) and its subsidiaries in the above listed docket. This filing will describe the steps that Peerless has taken to comply with the Commission's rules regarding CPNI, as stated in 47 CFR § 64.2001. During the time period between February 15, 2013 and today's date, Peerless received no complaints from its customers concerning any breech or illegal use of CPNI. Also, as Peerless did not have any unauthorized releases of CPNI reported to it, Peerless did not have to take any action against a data broker for infractions of the CPNI rules.

If there are any questions concerning this filing, please feel free to contact me at 312-506-0933 or at dmeldazis@peerlessnetwork.com. Thank you.

Sincerely,

Daniel Meldazis
Manager Regulatory Affairs

222 S Riverside Plaza, Suite 2730, Chicago, IL 60606
Phone: 312-506-0920

Annual 47 C.F.R. S: 64.2009(e) CPNI Certification

EB Docket 06-36

Annual 64.2009(e) CPNI Certification for 2012

Date filed: 27 February 2014

Name of company covered by this certification: Peerless Network, Inc

Form 499 Filer ID: 826903

Name of signatory: John Barnicle

Title of signatory: Chief Executive Officer

I, John Barnicle, certify that I am an officer of the company named above, and acting as an agent of the company, that I have personal knowledge that the company has established operating procedures that are adequate to ensure compliance with the Commission's CPNI rules. See 47 C.F.R. S: 64.2001 et seq.

Attached to this certification is an accompanying statement explaining how the company's procedures ensure that the company is in compliance with the requirements set forth in section 64.2001 et seq. of the Commission's rules.

The company has not taken any actions (proceedings instituted or petitions filed by a company at either state commissions, the court system, or at the Commission against data brokers) against data brokers in the past year. Companies must report on any information that they have with respect to the processes pretexters are using to attempt to access CPNI , and what steps companies are taking to protect CPNI.

The company has not received any customer complaints in the past year concerning the unauthorized release of CPNI.

Signed John Barnicle

DANIEL EDWARD MELDAZIS
OFFICIAL SEAL
Notary Public. State of Illinois
My Commission Expires
July 11, 2015

This document was signed before me this 27 day of February 2014

Notary Public: Daniel Edward Meldazis

General Policy Requirements

The Customer Proprietary Network Information (CPNI) policy of Peerless Network, Inc (Peerless) is applicable to all employees, regardless of whether or not the specific employee has access to CPNI. The policy is scheduled to be reviewed every six months or when the Federal Communications Commission (FCC) publishes final effective rules that change the requirements of 47 C.F.R. 64.2001. Unauthorized access or disclosure of CPNI by an employee of Peerless will be handled as a disciplinary matter. The consequence for such disclosure can include termination. This policy is distributed to all Peerless employees upon any updates and after annual filing with the FCC. Training is provided via a presentation that is distributed along with this policy, along with any notifications that from time to time are published by the Federal Communications Commission, the Federal Trade Commission and other government entities that detail the proper handling of CPNI. All employees are required to verify with Peerless' regulatory department that they have received, read and understand this policy and the accompanying training presentation.

Maintenance of CPNI

Only authorized personnel of Peerless sales, information technology (IT), finance and engineering departments, and its billing vendor can access customer service records, billing records or call detail records. Peerless requires that its billing vendor has non-disclosure and unauthorized use policies for CPNI that complies with FCC rules. Employees of Peerless will be given the policy concerning CPNI, what it is and how it is used, maintained and protected. If Peerless uses CPNI for marketing purposes, it is only under the supervision of senior, authorized personnel in Peerless' sales department.

Customers Authentication

Peerless customers are given identification numbers and only specific individuals are granted access to CPNI. These individuals are identified at the time service is ordered and can be changed only by written notification signed by the owner of the customer entity or by an officer of the customer entity. Biographical information such as social security numbers or mothers' maiden names are not used as either identifiers or passwords. Account numbers are not allowed to be used as passwords. The customer will need to provide the identification number and password in order to access the CPNI in its account. The customer may ask for CPNI to be sent via the US Mail, but it will only be sent to the address on file with Peerless and only after proper identification and access have been verified by Peerless. If a customer forgets a password, a request for a new password must be made through their sales contact with Peerless and a written request from the authorized individuals or the owner or officer of the customer entity must be provided. If and when a change is made to a customer's account, password or authorized individual, Peerless will notify the customer of the change made, except in cases of unauthorized breaches of CPNI (please see Notice of Unauthorized Disclosure of CPNI below)

Online Account Access

Peerless does not allow general access to customers call records or any other call detail on line via an Internet connection. Call detail records are stored on a server that is accessible via the Internet. That information is limited to authorized users only. Each user has a login identifier and a password required to access the data. Login attempts are counted and those counts are kept to perform security audits. The users are further restricted to company personnel and those authorized personnel of the company's billing vendor. Internet access is constrained by firewalls and the information is encrypted.

Marketing

Peerless provides local, long distance, access and transport service to its customers, who are mainly other telecommunications carriers, internet service providers and large business customers. Peerless does not use any information from customer service or billing records to market its services. Peerless does use information from customer purchasing one set of services to market other service to the customer that the company offers. As of the date of this certification, Peerless does not use outbound marketing campaigns based on CPNI, nor does it use third party or independent contractors, agents or joint ventures to market services. Also, Peerless does not engage in retention or winback marketing. If Peerless uses CPNI to market services to its current customers, Peerless obtains permission from the customer in order to do so. Records of the permissions granted are kept by Peerless.

Customer Permission and Use of CPNI

Customers of Peerless sign a non-disclosure agreement with the company prior to ordering service from Peerless (see attached confidentiality agreement) which covers any and all information that may be exchanged, discussed or made available between the customer and Peerless. This agreement is kept as part of the customer record with Peerless. Customers can opt out of this agreement by written notice. Otherwise, all customer information shall be held confidential and not disclosed by the company. Peerless will give notice to its customers every two years reminding them of the policy.

Notice of Unauthorized Disclosure of CPNI

In the event of a breach of CPNI, Peerless will provide electronic notification of the breach within seven business days to the United States Secret Service (USSS) and the Federal Bureau of Investigation (FBI). Peerless will utilize the link at https://www.cpnireporting.gov to notify the above listed law enforcement agencies. In order to allow law enforcement time to conduct an investigation, Peerless will wait another seven business days before notifying the affected customers of the breach (unless the USSS and FBI request that Peerless continue to postpone disclosure). Peerless will, however, notify customers sooner if there is a risk of immediate and irreparable harm. Peerless will keep records of any discovered CPNI breaches for at least two years.

Peerless Network

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (the "Agreement") is made and entered into as of this _____ day of _____, 200_ (the "Effective Date") by and between Peerless Network, a Delaware Limited Liability Company with its principal place of business at 225 West Washington Chicago,, IL 60606, hereinafter referred to as ("Peerless Network"), and, _____, a (corporation, partnership, or sole proprietorship) with its principal place of business at_____ (hereinafter referred to as "Business Partner").

WHEREAS, the parties desire to explore the possibility of engaging, and may engage, in business relations. To accomplish these ends, one or both of the parties may disclose to the other, directly or through their employees and agents, certain proprietary and confidential information. To protect and maintain the confidential and proprietary nature of such information and to control its disclosure, and to induce the parties to consider engaging in business relations, the parties have entered into this Agreement;

NOW THEREFORE, the parties agree as follows:

1. For the purposes of this Confidentiality Agreement, "Confidential Information" means all information in whatever form transmitted relating to the past, present or future business affairs, including without limitation, research, development, or business plans, operations or systems, software embodiments, product specifications, product plans, marketing plans, identity of customers, trade secrets, and technical data of Owner or another party whose information Owner has in its possession under obligations of confidentiality, which (a) is disclosed by Owner or its affiliates to Recipient or its affiliates, bearing an appropriate legend indicating its confidential or proprietary nature or otherwise disclosed in a manner consistent with its confidential or proprietary nature or (b) is produced or developed during the working relationship between the parties and which would, if disclosed to competitors of either party, give or increase such competitors' advantage over that party or diminish that party's advantage over its competitors. Confidential Information shall not include any information of an Owner that: (a) is already known to Recipient at time of its disclosure, however, that the burden shall be on the Recipient to prove such prior possession (b) is or becomes publicly known through no wrongful act of Recipient and without any breach of the Agreement by the Recipient, (c) is received from a third party free to disclose it to Recipient and if by transmitting such information to the Recipient, such third party does not breach any agreement with the Owner or with any other party; (d) is independently developed by Recipient by its own efforts without any reference to, or dependence upon, Confidential Information disclosed to it by the Owner; (e) is communicated to a third party with express written consent of the Owner or (f) is lawfully required to be disclosed to any governmental agency or is otherwise required to be disclosed by law but only to the extent of and for the purpose of such order or requirement, provided that before making such disclosure the Recipient shall give the Owner an adequate opportunity to interpose an objection or take action to assure confidential handling of such information. Notwithstanding the foregoing, information not included within the definition of Confidential Information because it meets the conditions of (b), (c), or (d) herein shall be deemed to be Confidential Information until the date it becomes public knowledge, is received from a third party, or is independently developed, as the case may be.

2. For a period of two (2) years from the date of disclosure to Recipient, Recipient shall not disclose any Confidential Information it receives from Owner to any person or entity except employees of Recipient and its affiliates who have a need to know and who have been informed of Recipient's obligations under this Confidentiality Agreement. Recipient shall use not less than the same degree of care to avoid disclosure of such Confidential Information as Recipient uses for its own confidential information of like importance.

3. All Confidential Information disclosed by Owner to Recipient under this Confidentiality Agreement in tangible form (including, without limitation, information incorporated in computer software or held in electronic storage media) shall be and remain property of Owner. All such Confidential Information shall be returned to Owner promptly upon written request and shall not thereafter be retained in any form by Recipient. Recipient shall certify, represent and warrant that all such Confidential Information and copies and extracts thereof have been returned or destroyed. The rights and obligations of the parties under this Confidentiality Agreement shall survive any such return of Confidential Information.

4. Owner shall not have any liability or responsibility for errors or omissions in, or any business decisions made by Recipient in reliance on, any Confidential Information disclosed under this Confidentiality Agreement.

5. The parties agree that, in the event of a breach or threatened breach of the terms of this Confidentiality Agreement; Owner shall be entitled to an injunction prohibiting any such breach. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure in breach of this Confidentiality Agreement will result in irreparable injury to Owner. All rights Owner may have in Confidential Information prior to disclosure, including, without limitation, rights of patent, copyright and trade secret, shall remain exclusively with the disclosing party, and nothing in this Agreement shall be construed as granting any license, waiver, or other right to the receiving party with respect to any Confidential Information, except for the right to use such information in accordance with this Agreement.

6. Either party may terminate this Confidentiality Agreement upon thirty (30) days' prior written notice to the other provided, however, that either party may terminate this Agreement at any time and require the immediate return of all Confidential Information in the event the other party (a) breaches any material term of the Agreement, (b) becomes the subject, voluntarily or involuntarily, of a petition filed pursuant to the provisions of the Bankruptcy Code, Title 11, United States Code, or of a petition for the appointment of a receiver in equity, (c) creates or permits an assignment for the benefit of its creditors, or (d) is dissolved. Notwithstanding any such termination, all rights and obligations hereunder shall survive with respect to Confidential Information disclosed prior to such termination.

Each of the parties shall have the right to refuse to receive any information under this Agreement and nothing in this Agreement shall obligate either party to disclose to the other any information whatsoever.

7. Neither party hereto shall in any way or in any form disclose, publicize or advertise in any manner the discussions that give rise to this Confidentiality Agreement nor the discussions or negotiations covered by this Confidentiality Agreement without the prior written consent of the other party.

8. The term "affiliate" shall mean any person or entity controlling, controlled by or under common control with a party.

The Recipient shall not assign, transfer or sell any rights it may have under this Agreement to any other party without the express written authorization of the Owner which consent may not be unreasonably withheld, delayed or conditioned.

Notice under this Agreement may be given by certified mail, postage prepaid, and the date of delivery of such mailing, as evidenced by return receipt, shall be deemed the date of notice for all purposes.

No warranties of any kind are given with respect to Confidential Information disclosed under this Agreement or any use thereof, except that the disclosing party warrants that it has the authority to make the disclosures contemplated hereunder.

The Recipient shall not reverse-engineer, decompile, or disassemble any hardware or software provided or disclosed to it and shall not remove, overprint or deface any notice of copyright, trademark, logo, legend or other notice of ownership from any originals or copies of Confidential Information it obtains from the Owner.

9. This Confidentiality Agreement: (a) is the complete agreement of the parties concerning the subject matter hereof and supersedes any prior such agreements; (b) may not be amended or in any manner modified except in writing signed by the parties; and (c) shall be governed by and construed in accordance with the laws of the Illinois without regard to its choice of law provisions. If any provision of this Confidentiality Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the parties as expressed herein provided however, that no such construction for the sake of rendering the Agreement enforceable shall leave the Owner in a worse position, as to its rights in any item of Confidential Information disclosed by it under this Agreement, than it would have been in had the Agreement not been made.

IN WITNESS WHEREOF, the parties have executed this Confidentiality Agreement as of the date first above written.

Peerless Network LLC	**Company:**
By:	**By:**
Signature:	**Signature:**
Title:	**Title:**
Date:	**Date:**