



**Sprint Nextel**  
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San Francisco, CA 94105  
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**Kristin L. Jacobson**  
Counsel  
Regulatory Affairs West Region

UT-073031

June 5, 2006

Ms. Carole J. Washburn, Executive Secretary  
Washington Utilities and Transportation Commission  
1300 South Evergreen Park Drive SW  
Olympia, WA 98504-7250

**Re: Sprint Communications Company's Request for  
Interconnection with Whidbey Telephone Company**

Dear Ms. Washburn:

Attached you will a Request for Interconnection that Sprint Communications Company is sending to Whidbey Telephone Company, pursuant to the interconnection guidelines set forth in 47 U.S.C. 251.

Feel free to contact me with any questions or concerns you may have regarding this filing.

Sincerely,

Kristin L. Jacobson

Attachment

cc: Marion Henry, President, Whidbey Telephone Company

RECEIVED  
07 JUN 18 AM 9:39  
OFFICE OF WASHINGTON  
UTILITIES AND TRANSPORTATION  
REGISTRATION



Sprint Nextel  
KSOPHA0310-3B422  
6330 Sprint Parkway  
Overland Park, KS 66251-6102  
Voice: (913) 762-2193 Fax: (913) 762-0117  
William.Sanfilippo@sprint.com

William Sanfilippo  
Contracts Negotiator

May 10, 2007

**Via Federal Express**

Mr. Marion Henry  
President  
Whidbey Telephone Company  
14888 SR 525  
Langley, Washington 98260

Re: Request for Interconnection with Whidbey Telephone Company

Dear Mr. Henry:

This letter serves as a request to negotiate an interconnection agreement for the State of Washington pursuant to Sections 251 and 252 of the Communications Act of 1934 as amended (the "Act") between Sprint Communications Company L.P. ("Sprint"), a telecommunications carrier and Whidbey Telephone Company, an incumbent local exchange carrier. Sprint requests an interconnection agreement which encompasses the carrier duties of: 251(a) direct and indirect interconnection, 251(b)(2) Number Portability, 251(b)(3) Dialing Parity including directory listings, 251(b)(5) Reciprocal Compensation, and directory distribution.

Additionally, as provided for in 47 U.S.C. §252(b)(2) under the provisions and timelines established in 47 CFR 52.23(c), Sprint requests a list of Whidbey Telephone Company's switches for which number portability (1) is available, (2) has been requested but is not yet available or (3) has not yet been requested. This information can be sent to me at the address shown above.

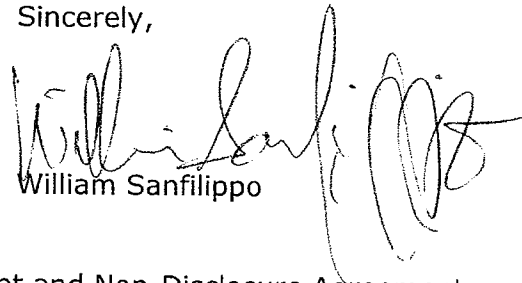
Pursuant to 47 U.S.C. § 252(b)(1), receipt of Sprint's request for negotiations commences the statutory timelines as identified in the Act. Should negotiations not be completed between the 135<sup>th</sup> and 160<sup>th</sup> day after the receipt of this letter, September 22, 2007 and October 17, 2007, respectively, either party may petition the state commission to arbitrate any open issues.

May 10, 2007  
Request for Interconnection  
Whidbey Telephone Company  
Page 2

Please provide me with Whidbey Telephone Company's point of contact for negotiations. Sprint would like to begin discussions using the enclosed interconnection agreement containing proposed terms and conditions for the above carrier duties, directory listings and directory distribution. Sprint also provides a Non-Disclosure Agreement, intended to protect both parties' confidential information.

I look forward to hearing from you at your earliest convenience.

Sincerely,



William Sanfilippo

WS/

Enclosures: Proposed Agreement and Non-Disclosure Agreement

cc: Carole Washburn, Executive Secretary, Washington Utilities  
and Transportation Commission

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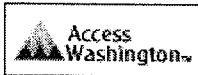
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**E-file confirmation ID: 1832**

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Sprint Nextel  
6450 Sprint Parkway  
KSOP#IN0212-2A621  
Overland Park, KS 66251  
Office: (913) 313-9164 Fax: (913) 523-7723

Joseph P. Cowin  
Senior Counsel

June 14, 2007

*Via: Email and Overnight Federal Express*

Ms. Julia H. DeMartini, Vice President  
Whidbey Telephone Company  
14888 SR 525  
Langley, WA 98260

RE: Sprint's request for interconnection with Whidbey Telephone Company

Dear Ms. DeMartini:

William Sanfilippo forward your June 5, 2007 letter to me for response. If, after reading Sprint's response to your questions, you have additional questions, please do not hesitate to contact me.

Sprint Communications Company L.P. ("Sprint") is a competitive local exchange carrier ("CLEC") partnering with Millennium Cable to provide service in Washington. It is in Sprint's capacity as a CLEC that Sprint seeks to interconnect with Whidbey Telephone Company ("Whidbey") under section 251(a) of the Act. Sprint is a facilities-based provider and therefore does not need to interconnect pursuant to section 251(c). For example, Sprint does not require unbundled network elements, resale or collocation. Therefore, Sprint is not seeking to implicate or remove the rural exemption which Whidbey Telephone Company has under section 251(c). It is also in its capacity as a wireline carrier that Sprint seeks to negotiate the terms of intramodal number portability, not intermodal number portability.

Per your request I am emailing this letter to you, with copy to Mr. Snyder, so that we can save time and move toward discussing the terms of an interconnection agreement and to attach a word version of the Non-Disclosure Agreement and Sprint's proposed Interconnection Agreement you requested. The template is being sent as a starting point for us to begin our discussions.

Sprint looks forward to setting up a time to discuss the template agreement with Mr. Snyder on your behalf and request that he propose some days/times to allow us to coordinate our schedules and work towards finalizing an interconnection agreement that is acceptable to both parties.

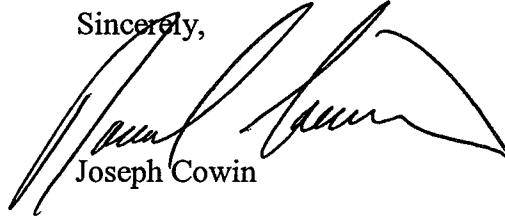
Ms. Julia H. DeMartini  
re. Whidbey Telephone Company  
2 of 2

I would ask that Mr. Snyder copy all correspondence to Mr. William Sanfilippo and Sprint will ensure that you are included in all correspondences from Sprint to Mr. Snyder.

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Again, if you have questions about this response, please do not hesitate to contact me.

Sincerely,



Joseph Cowin

cc: Robert S. Snyder, Esq.  
William Sanfilippo

RECEIVED  
RECORDS MANAGEMENT  
07 JUN 15 AM 10:28  
STATE OF WASH  
UTIL. AND TRANSP.  
COMMISSION

**INTERCONNECTION AGREEMENT**

**BY AND BETWEEN**

**ILEC**

**AND**

**SPRINT COMMUNICATIONS COMPANY L.P.**

**THIS DOCUMENT IS A DRAFT AND REPRESENTS THE CURRENT POSITIONS OF SPRINT WITH RESPECT TO INTERCONNECTION AND RESALE. SPRINT RESERVES THE RIGHT TO MODIFY THIS DRAFT AGREEMENT, INCLUDING ANY APPENDICES, SCHEDULES AND ATTACHMENTS, AT ANY TIME PRIOR TO THE SIGNATURE OF THE FINAL AGREEMENT BY BOTH PARTIES. THIS DOCUMENT IS NOT AN OFFER.**

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**DRAFT - FOR DISCUSSION PURPOSES**

This Interconnection Agreement ("Agreement") is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_ 2006 by and between [INSERT ILEC NAME] ("ILEC"), a [INSERT STATE] corporation with offices at [INSERT ADDRESS, CITY, STATE, ZIP] and Sprint Communications Company L.P. ("Sprint") a Delaware limited partnership with offices at 6200 Sprint Parkway, Overland Park, KS 66251. ILEC and Sprint may also be referred to herein singularly as a "Party" or collectively as the "Parties."

**BACKGROUND**

The Parties are entering into this agreement under Sections 251 and 252 of the Communications Act of 1934 as amended by the Telecommunications Act of 1996 (the "Act").

ILEC is an incumbent local exchange carrier ("ILEC") and Sprint is a telecommunications carrier.

The Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide other services as required by the Act and applicable law.

In consideration of the mutual obligations set forth below, the Parties agree to the following terms and conditions:

1. Term of Agreement

- 1.1. This Agreement is effective upon signature by both parties and has an initial term of \_\_\_\_\_ year. Unless renegotiated or terminated pursuant to this Section 1, this Agreement will automatically renew for successive \_\_\_\_\_ periods.
- 1.2. Sprint may seek to negotiate a new agreement by either:
  - 1.2.1. Providing written notice to ILEC at least sixty (60) days prior to expiration of the initial term or any succeeding term; or,
  - 1.2.2. If ILEC sends a timely notice to terminate under section 1.3, by providing ILEC a written notice to re-negotiate within (60) days of receiving ILEC's notice to terminate.
- 1.3. Either Party may seek to terminate this Agreement by providing written notice to the other Party at least sixty (60) days but no more than 90 days prior to expiration of the initial term or any succeeding term. If ILEC sends a timely notice to terminate and Sprint replies with a timely notice

for re-negotiation under section 1.2.2, this Agreement will continue in full force and effect until such new Agreement is effective through negotiation, mediation or arbitration under Section 252 of the Act.

2. Scope

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- 2.1. This Agreement is for Interconnection, the exchange of Telecommunications Traffic and information services, and related services between Sprint and ILEC, including exchange access and Transit Traffic. This Agreement may be used by Sprint to provide retail services or wholesale services, including voice over internet services. The Traffic Sprint delivers to ILEC is treated under this Agreement as Sprint Traffic, and all billing associated with that Traffic will be in the name of Sprint subject to the terms and conditions of this Agreement.
- 2.2. Nothing in this Agreement alters or otherwise affects in any manner the local calling areas or services offered by either Party to its End Users.

3. Definitions

- 3.1. The following definitions will apply to all sections contained in this Agreement. Additional definitions that are specific to the matters covered in a particular section may appear in that section. Any term used in this Agreement that is not specifically defined shall have the meaning ascribed to such term in the Act. If no specific definition exists in the Act for a specific term used in this Agreement, then normal usage in the telecommunications industry shall apply.
- 3.2. Act, as used in this Agreement, means the Communications Act of 1934 (47 U.S.C. Section 151 et seq.), as amended, and as from time to time interpreted in the duly authorized rules and regulations of the Federal Communications Commission ("FCC") or the Commission.
- 3.3. Bill and Keep means that neither of the two interconnecting carriers charges the other for the transport and termination of Telecommunications Traffic or information services traffic originated by the other Party's End User.
- 3.4. Commission means the commission, board, or official (by whatever name designated) which under the laws of the state in which this Agreement is filed has regulatory jurisdiction over ILEC.
- 3.5. EAS Traffic means two-way traffic that falls within the definition of "EAS" as set forth in applicable tariffs and regulatory rules and orders that is exchanged between the Parties.

- 3.6. End User means the residential or business subscriber or other ultimate user of services provided by either of the Parties.
  - 3.7. Extended Area Service ("EAS") means a service arrangement whereby End Users in a specific local service exchange area are provided the ability to place and receive interexchange calls to End Users in another local service exchange area on the basis of terms, conditions and charges that are distinct from the terms applicable to message toll service.
  - 3.8. Interconnection means the direct or indirect linking of the Parties' networks for the exchange of Traffic.
  - 3.9. Interconnection Facility is the dedicated transport facility used to connect the two Parties' networks.
  - 3.10. Local Access and Transport Area ("LATA") is as defined in the Act.
  - 3.11. Point of Interconnection ("POI") means the physical location(s) at which the Parties' networks meet for the purpose of exchanging Traffic.
  - 3.12. Telecommunications Traffic is as defined in 47 C.F.R. 51.701(b)(1) and is traffic subject to reciprocal compensation under 47 U.S.C. 251(b)(5).
  - 3.13. Telecommunications Services is as defined in 47 U.S.C. 153(46).
  - 3.14. Traffic means Telecommunications Traffic, information services traffic, exchange access traffic and Transit Traffic.
  - 3.15. Wireless Traffic means Traffic originated by or terminated to a wireless provider.
4. Billing and Payments
- 4.1. The Parties will bill each other for all charges due on a monthly basis and all such charges, except those in dispute, are payable within thirty days of the bill date but no less than twenty days after receipt of the bill. Any undisputed amounts not paid when due accrue interest from the date such amounts were due at the highest rate of interest that may be charged under applicable law.
  - 4.2. Billed amounts for which written, itemized disputes or claims have been filed are not due for payment until such disputes or claims have been resolved in accordance with the dispute resolution provisions of this Agreement.

5. Audits

- 5.1. Either Party may conduct an audit of the other Party's books and records pertaining to the Services provided under this Agreement, no more frequently than once per twelve (12) month period, to evaluate the other Party's accuracy of billing, invoicing and other services in accordance with this Agreement.
- 5.2. Any audit will be performed as follows: (i) following at least thirty (30) Business Days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations; and (vi) in compliance with the audited Party's security rules.
- 5.3. Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) Days from the requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such audit and are agreed to by the Parties.
- 5.4. In addition to the audit rights in section 5.1, if ILEC uses a third-party to provide any services under this Agreement, including but not limited to 911 or directory listings, ILEC will cooperate with Sprint to obtain the necessary documentation to conduct an audit related to those services.

6. Limitation of Liability

- 6.1. The Parties will limit liability in accordance with this Section.
- 6.2. Except for damages resulting from the willful or intentional misconduct of one or both Parties, the liability of either Party to the other Party for damages arising out of (i) failure to comply with a direction to install, restore or terminate facilities, or (ii) failures, mistakes, omissions, interruptions, delays, errors, or defects occurring in the course of furnishing any services, arrangements, or facilities hereunder shall be determined in accordance with the terms of the applicable tariff(s) of the providing Party. In the event no tariff(s) apply, the providing Party's liability shall not exceed an amount equal to the pro rata monthly charge for the period in which such failures, mistakes, omissions, interruptions, delays, errors, or defects. Because of the mutual nature of the exchange of Traffic arrangement between the Parties pursuant to this Agreement, the Parties acknowledge that the amount of liability incurred under this Section may be zero.

- 6.3. Neither Party shall be liable to the other in connection with the provision or use of services offered under this Agreement for any indirect, incidental, special or consequential damages including but not limited to damages for lost profits or revenues, regardless of the form of action, ~~whether in contract, warranty, strict liability, or tort, including without~~ limitation, negligence of any kind, even if the other Party has been advised of the possibility of such damages; provided that the foregoing shall not limit a Party's liability with respect to its indemnification obligations under Section 6 of this Agreement.
- 6.4. Except in the instance of harm resulting from an intentional action or willful misconduct, neither Party shall be liable to the End User of the other Party in connection with its provision of services to the other Party under this Agreement. In the event of a dispute involving both Parties with a customer of one Party, both Parties shall assert the applicability of any limitations on liability to End Users that may be contained in either Party's applicable tariff(s) or applicable End User contracts.
7. No Warranties.
- 7.1. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY MATTER SUBJECT TO THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.
8. Indemnification
- 8.1. Each Party (the "Indemnifying Party") shall release, indemnify, defend and hold harmless the other Party ("Indemnified Party") from and against all losses, claims, demands, damages, expenses (including reasonable attorney's fees), suits or other actions, or any liability whatsoever related to the subject matter of this Agreement, (i) whether suffered, made, instituted, or asserted by any other party or person, relating to personal injury to or death of any person, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, incurred during the term of this Agreement and to the extent proximately caused by the act(s) or omission(s) of the Indemnifying Party, regardless of the form of action, or (ii) whether suffered, made, instituted, or asserted by its own customer(s) against the other Party arising out of the other Party's provisioning of services to the Indemnifying Party under this Agreement, except to the extent caused by the gross negligence or willful misconduct of the Indemnified Party, or (iii) arising out of the libel, slander, invasion

of privacy, misappropriation of a name or likeness. Notwithstanding the foregoing, nothing contained herein shall affect or limit any claims, remedies, or other actions the Indemnifying Party may have against the Indemnified Party under this Agreement, any other contract, or any applicable tariff(s), regulation or laws for the Indemnified Party's provisioning of said services.

8.2. The Indemnified Party shall (i) notify the Indemnifying Party promptly in writing of any written claims, lawsuits, or demand by third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section and (ii) tender the defense of such claim, lawsuit or demand to the Indemnifying Party, (iii) assert any and all provisions in its tariff that limit liability to third parties as a bar to any recovery by the third-party claimant in excess of such limitation. The Indemnified Party also shall cooperate in every reasonable manner with the defense or settlement of such claim, demand, or lawsuit. The Indemnifying Party shall keep the Indemnified Party reasonably and timely apprised of the status of the claim, demand or lawsuit. In no event shall the Indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, delayed or conditioned. The Indemnified Party shall have the right to retain its own counsel, at its expense, and participate in but not direct the defense, except that if the Indemnifying Party does not promptly assume or diligently pursue the tendered action, then the Indemnified Party may proceed to defend or settle said action at the expense of the Indemnifying Party.

8.3. The Indemnifying Party shall not be liable under this Section for settlements or compromises by the Indemnified Party of any claim, demand, or lawsuit unless the Indemnifying Party has approved the settlement or compromise in advance, and such approval by the Indemnifying Party shall not be unreasonably withheld, or unless the defense of the claim, demand, or lawsuit has been tendered to the Indemnifying Party in writing and the Indemnifying Party has failed to promptly undertake the defense.

## 9. Force Majeure

9.1. Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation, acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power failure or blackouts. If performance of either Party's obligations is

delayed under this Section, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delaying Party will perform its obligations at a performance level no less than that which it uses for its own operations.

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10. Nondisclosure of Proprietary Information

10.1. It may be necessary for the Parties to exchange with each other certain confidential information during the term of this Agreement including, without limitation, technical and business plans, technical information, proposals, specifications, drawings, procedures, orders for services, usage information in any form, customer account data, call detail records, Customer Proprietary Network Information ("CPNI") and Carrier Proprietary Information ("CPI") as those terms are defined by the Communications Act of 1934, as amended, and the rules and regulations of the FCC and similar information (collectively, "Confidential Information"). Confidential Information includes (i) all information delivered in written form and marked "confidential" or "proprietary" or bearing mark of similar import; (ii) oral information, if identified as confidential or proprietary at the time of disclosure and confirmed by written notification within ten (10) days of disclosure; (iii) information derived by the Recipient (as hereinafter defined) from a Disclosing Party's (as hereinafter defined) usage of the Recipient's network; and (iv) or information that the circumstances surrounding disclosure or the nature of the information suggests that such information is proprietary or should be treated as confidential or proprietary. The Confidential Information will remain the property of the Disclosing Party and is proprietary to the Disclosing Party. Recipient will protect Confidential Information as the Recipient would protect its own proprietary information, including but not limited to protecting the Confidential Information from distribution, disclosure, or dissemination to anyone except employees or duly authorized agents of the Parties with a need to know such information and which the affected employees and agents shall be bound by the terms of this Section. Confidential Information will not be disclosed or used for any purpose other than to provide service as specified in this Agreement, or upon such other terms as may be agreed to by the Parties in writing. For purposes of this Section, the Disclosing Party means the owner of the Confidential Information, and the Recipient means the Party to whom Confidential Information is disclosed.

10.2. Recipient has no obligation to safeguard Confidential Information (i) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (ii) after it becomes publicly known or available through no breach of this Agreement by Recipient, (iii) after it is rightfully acquired by Recipient free of restrictions on the Disclosing

Party, or (iv) after it is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential information had not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and provided that Recipient undertakes all reasonable lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient will cooperate with the Disclosing Party to obtain a protective order and to limit the scope of such disclosure. Recipient will comply with any protective order that covers the Confidential Information to be disclosed.

- 10.3. Each Party agrees that Disclosing Party would be irreparably injured by a breach of this Agreement by Recipient or its representatives and that Disclosing Party is entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this paragraph. These remedies are not exclusive, but are in addition to all other remedies available at law or in equity.

11. Notices

- 11.1. Notice given by one Party to the other under this Agreement must be in writing and delivered by hand, overnight courier or pre-paid first class mail certified U.S mail, return receipt requested, and is effective when received and properly addressed to:

For Sprint:  
Manager, ICA Solutions  
Sprint  
P. O. Box 7954  
Shawnee Mission, Kansas 66207-0954

or  
Manager, ICA Solutions  
Sprint  
KSOPHA0310-3B268  
6330 Sprint Parkway  
Overland Park, KS 66251  
(913) 762-4847 (overnight mail only)

With a copy to:

Legal/Telecom Mgmt Privacy Group  
P O Box 7966  
Overland Park, KS 66207-0966



or

Legal/Telecom Management Privacy Group

Mailstop: KSOPKN0214-2A568

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6450 Sprint Parkway

Overland Park, KS 66251

913-315-9348 (overnight mail only)

For ILEC:

Business Name:

Mailing Address:

City/State/Zip Code:

Contact Phone Number:

Fax:

With a copy to:

- 11.2. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other Party pursuant to this Section.

## 12. Dispute Resolution

- 12.1. If any matter is subject to a dispute between the Parties, the disputing Party will give written notice to the other Party of the dispute. Each Party to this Agreement will appoint a good faith representative to resolve any dispute arising under this Agreement.
- 12.2. If the Parties are unable to resolve the issues related to the dispute in the normal course of business within thirty Days after delivery of notice of the dispute to the other party, the dispute shall be escalated to a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. If negotiations do not resolve the dispute, then either party may proceed with any remedy available to it pursuant to law, equity, or agency mechanisms. Notwithstanding the above provisions, if the dispute arises from a service affecting issue, either Party may immediately seek any available remedy.
- 12.3. Each Party waives its right to a jury trial in any court action arising among the Parties under this Agreement or otherwise related to this Agreement, whether made by claim, counterclaim, third-party claim or otherwise. The agreement of each Party to waive its right to a jury trial will be binding on its successors and assigns.

13. Miscellaneous

- 13.1. Amendments. No amendment of this Agreement is valid unless it is in writing and signed by both Parties.
- 
- 13.2. Independent Contractors. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party.
- 13.3. Taxes. Each Party is responsible for any and all taxes and surcharges arising from its conduct under this Agreement and shall, consistent with Section 8 indemnify and hold harmless the other Party for its failure to pay and/or report any applicable taxes and surcharges. Sprint is not required to pay any tax or surcharge for which it provides an exemption certificate or other proof of exemption to ILEC.
- 13.4. Survival. The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement survive the termination or expiration of this Agreement.
- 13.5. Publicity. Neither Party nor its subcontractors or agents will use the other Party's trademarks, service marks, logos, company name or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without that Party's prior written consent.
- 13.6. Default. If either Party believes the other is in breach of this Agreement or otherwise in violation of law, it will first give thirty (30) days notice of such breach or violation and an opportunity for the allegedly defaulting Party to cure. Thereafter, the Parties will employ the dispute resolution procedures set forth in this Agreement.
- 13.7. Waiver. Any failure on the part of a Party hereto to comply with any of its obligations, agreements or conditions hereunder may be waived by written documentation by the other Party to whom such compliance is owed. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver.
- 13.8. Change of Law. If a federal or state regulatory agency or a court of competent jurisdiction issues a rule, regulation, law or order which has the effect of canceling, changing, or superseding any material term or provision of this Agreement then the Parties will negotiate in good faith to modify this Agreement in a manner consistent with the form, intent and purpose of this Agreement and as necessary to comply with such change of law. Should the Parties be unable to reach agreement with respect to

the applicability of such order or the resulting appropriate modifications to this Agreement, either Party may invoke the Dispute Resolution provisions of this Agreement, it being the intent of the Parties that this Agreement shall be brought into conformity with the then current obligations under the Act as determined by the change in law.

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- 13.9. No Third-Party Beneficiaries. This Agreement does not provide any third party with any benefit, remedy, claim, right of action or other right.
- 13.10. Governing Law. To the extent not governed by, and construed in accordance with, the laws and regulations of the United States, this Agreement is governed by, and construed in accordance with, the laws and regulations of the FCC and the state of INSERT, without regard to its conflicts of laws principles.
- 13.11. Severability. If any part of this Agreement is held to be unenforceable or invalid in any respect under law or regulation, such unenforceability or invalidity will affect only the portion of the Agreement which is unenforceable or invalid. In all other respects this Agreement will stand as if the invalid provision had not been a part thereof, and the remainder of the Agreement remains in full force and effect, unless removal of that provision results in a material change to this Agreement. In such a case, the Parties shall negotiate in good faith to replace the unenforceable language with language that reflects the intent of the Parties as closely as possible. If replacement language cannot be agreed upon, either Party may request dispute resolution pursuant to Section 12.
- 13.12. Assignment. This Agreement will be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns. Any assignment or transfer (whether by operation of law or otherwise) by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party will be void ab initio, provided however that consent will not be unreasonably withheld, conditioned or delayed. Consent is not required if assignment is to a corporate affiliate or an entity under common control or an entity acquiring all or substantially all of its assets or equity, whether by sale, merger, consolidation or otherwise or in connection with a financing transaction.

14. Interconnection

14.1. The Parties shall make available to each other Interconnection Facilities for the reciprocal exchange of Traffic. For Interconnection under 251(a) of the Act the following terms apply:

14.2. Direct Interconnection

14.2.1. Direct Interconnection Using One-way Facility

14.2.1.1. Unless the Parties agree to provide two-way facilities pursuant to Section 14.2.2, each Party will provision a one-way Interconnection Facility for the delivery of its Traffic to the other Party's network.

14.2.1.2. For direct interconnection, Sprint will establish a minimum of one POI within the LATA at any technically feasible point on the ILEC's network, and each Party will be responsible for engineering and maintaining its network on its side of the POI on the ILEC's network.

14.2.1.3. Sprint will provide ILEC a technically feasible POI within Sprint's network for delivery of ILEC-originated Traffic, and each Party will be responsible for engineering and maintaining its network on its side of the POI on Sprint's network.

14.2.2. Direct Interconnection using Two-way Facility.

14.2.2.1. The parties may agree to use a two-way Interconnection Facility subject to the following terms.

14.2.2.2. For direct interconnection, Sprint will establish a minimum of one POI within each LATA, at any technically feasible point on the ILEC's network, and Sprint will be responsible for engineering and maintaining its network on its side of the POI

14.2.2.3. Sprint may provide the two-way Interconnection Facility via lease of meet-point circuits between ILEC and a third party, lease of ILEC facilities, lease of third-party facilities, or use of its own facilities.

14.2.2.4. If Sprint leases the two-way Interconnection Facility from ILEC, ILEC will reduce the recurring and non-recurring facility charges and only invoice Sprint for that percentage of the facility that delivers Traffic sent by Sprint over the facility to the ILEC network POI. Sprint shall pay ILEC a rate that reflects only the proportion of the trunk capacity that Sprint uses to send terminating Traffic to ILEC.

14.2.2.5. Each party will deliver its Traffic to the POI.

14.2.3. Regardless of how one-way or two-way Interconnection Facilities are provisioned (e.g., owned, leased or obtained pursuant to tariff, etc.) each Party is individually responsible to provide facilities to the POI that are necessary for routing, transporting, measuring, and billing Traffic from the other Party's network and for delivering Traffic to the other Party's network in a mutually acceptable format and in a manner that neither destroys nor degrades the normal quality of service.

#### 14.3. Indirect Interconnection

14.3.1. The Parties agree to exchange Traffic indirectly through one or more third-party networks ("Transiting Carrier"). In an indirect interconnection arrangement there is no POI directly linking the two parties' networks.

14.3.2. Once an indirect Interconnection arrangement between Sprint and ILEC's network is no longer considered by an originating Party to be an economically preferred method of interconnection, the originating Party may provision a one-way Interconnection Facility at its own cost to deliver its Traffic to the terminating Party's network. If, however, the Parties mutually agree that the indirect Interconnection arrangement is no longer the economically preferred method of interconnection for both Parties and the Parties have agreed to use a two-way interconnection facility, Sprint will establish a direct Interconnection with ILEC as set forth in Section 14.2 of this Agreement.

14.3.3. Each Party is responsible for the transport of originating calls from its network to the Transiting Carrier and for the payment of any transit charges assessed by the Transiting Carrier for that Party's originated Traffic.

#### 14.4. Technical Requirements for Interconnection

14.4.1. The Parties agree to utilize SS7 Common Channel Signaling ("CCS") between their respective networks. Both Parties will provide CCS connectivity in accordance with accepted industry practice and standard technical specifications. For all Traffic exchanged, the Parties agree to cooperate with one another on the exchange of all appropriate unaltered CCS messages for call set-up, including without limitation ISDN User Part ("ISUP") and Transaction Capability User Part ("TCAP") messages to

facilitate interoperability of CCS-based features and functions between their respective networks, including CLASS features and functions. All CCS signaling parameters, including, but not limited to the originating end user telephone number, will be provided by each Party in conjunction with all Traffic it exchanges to the extent required by industry standards. Each Party will transmit calling party number (CPN) as required by FCC rules (47 C.F.R. 64.1601).

15. Transit Traffic

15.1. Transit Traffic means ILEC's delivery of Traffic between Sprint and a third party incumbent local exchange provider, competitive local exchange provider ("CLEC") or wireless provider. Transit Traffic includes the delivery of intraMTA wireless Traffic to ILEC originated or terminated by the End User of Sprint and originated or terminated to a third party wireless provider over the interconnection trunks. ILEC will provide transit service to Sprint and charge Sprint for Transit Traffic that Sprint sends ILEC for delivery to a third party incumbent local exchange provider, CLEC or wireless provider at the rates specified in Attachment I.

15.2. ILEC will use reasonable efforts to deliver each call it transits to Sprint's network with all SS7 Common Channel Interoffice Signaling (CCIS) and other appropriate messages ILEC receives from the third-party originating carrier in order to facilitate full interoperability and billing functions. ILEC agrees to send all message indicators according to industry standards and to provide the terminating Party information on Traffic originated by a third-party CLEC, incumbent local exchange carrier, or wireless provider. To the extent that the industry adopts a standard record format for recording originating and/or terminating transit calls, ILEC will comply with the industry-adopted format to exchange records.

15.3. Traffic to or from Sprint under the business arrangement with a third party last mile provider for interconnection services is not considered Transit Traffic under this Agreement.

16. Compensation

16.1. Interconnection Facilities

16.1.1. Compensation for Interconnection Facilities is separate and distinct from any transport and termination per minute of use charges or an otherwise agreed upon Bill and Keep arrangement. To the extent that one Party provides a two-way Interconnection Facility, regardless of who the underlying carrier is, it may charge the other Party for its proportionate

share of the recurring charges for Interconnection Facilities based on the other Party's percentage of the total sent Traffic.

16.1.2. When either one way or two-way Interconnection Facilities are utilized, each Party shall be financially responsible for the proportion of the Interconnection Facility used to transmit its originating Traffic.

16.1.3. A state-wide shared facilities factor may be agreed to by the Parties that represents each Party's proportionate use of all direct two-way Interconnection Facilities between the Parties. The shared facilities factor may be updated by the Parties annually based on current traffic study data, if requested by either Party in writing.

16.1.4. Interconnection Facilities that are leased from ILEC for interconnection purposes must be provided to Sprint at forward-looking economic cost-based rates.

16.1.5. Notwithstanding any other provision of this Agreement or ILEC's tariff, if Sprint elects to order Interconnection Facilities from ILEC's access tariff or purchases the Interconnection Facility from ILEC under this Agreement the terms in this Section 16.1 will apply.

16.2. Compensation for Telecommunications Traffic

16.2.1. The reciprocal compensation for the exchange of Telecommunications Traffic and information services will be on a Bill and Keep basis.

16.3. Compensation for Toll Traffic (non-47 C.F.R. 51.701(b) traffic)

16.3.1. Compensation for the termination of toll traffic and the origination of 800 traffic between the Parties shall be based on applicable tariff access charges in accordance with FCC and Commission Rules and Regulations and consistent with the provisions of this Agreement.

16.3.2. Sprint and ILEC may provide jointly provisioned access to a third party interexchange carrier (IXC). Each Party will bill the IXC for the portion of jointly provisioned access service it provides to the IXC based on the Party's applicable tariff access charges.

17. Dialing Parity

- 17.1. Neither Party shall require its End User to dial more digits to call the other Party's End User than would be required to call any other End User within a given Rate Center.
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18. Office Code Translations

- 18.1. It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with the Local Exchange Routing Guide ("LERG") in order to recognize and route Traffic to the other Party's assigned NXX codes at all times.
- 18.2. When more than one carrier is involved in completing the call, the N-1 carrier has the responsibility to determine if a query is required, to launch the query, and to route the call to the appropriate switch or network in which the telephone number resides.
- 18.3. If a Party does not fulfill its N-1 carrier responsibility, the other Party shall perform queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the appropriate switch or network in which the telephone number resides. The N-1 carrier shall be responsible for payment of charges to the other Party for any queries, routing, and transport functions made on its behalf, including any reciprocal compensation assessed by the terminating carrier or transit charges assessed by a tandem provider.

19. Local Number Portability

- 19.1. Local Number Portability (LNP) provides an End User the ability to retain its existing telephone number when changing from one telecommunications carrier to another.
- 19.2. The Parties recognize that some of the Traffic to be exchanged under this Agreement may be destined for telephone numbers that have been ported. The Parties shall provide LNP query, routing, and transport services in accordance with rules and regulations as prescribed by the FCC and the guidelines set forth by the North American Numbering Council ("NANC"). The applicable charges for LNP query, routing, and transport services shall be billed in accordance with each Party's applicable tariff or contract.
- 19.3. The Parties will mutually provide LNP services. LNP applies when an End User with an active account wishes to change carriers while retaining the telephone number or numbers associated with the account. LNP is also used with the provisioning of number pooling which the Parties will



mutually provide in accordance with rules and regulations as prescribed by the appropriate regulatory bodies and using the industry guidelines set forth for number pooling.

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- 19.4. Both Parties will cooperate to perform testing as specified in industry guidelines to ensure interoperability between networks and systems. Each Party shall inform the other Party of any system updates that may affect the other Party's network and each Party shall, at the other Party's request, perform tests to validate the operation of the network.
- 19.5. The Parties agree that Traffic will be routed via a Location Routing Number ("LRN") assigned in accordance with industry guidelines.
20. Coordination of Transfer of Service
- 20.1. When an End User transfers service from one Party to the other Party, the Parties will coordinate the timing for disconnection from one Party and connection with the other Party so that transferring End Users are not without service for any extended period of time. Other coordinated activities associated with transfer of service will be coordinated between the Parties to ensure quality services to the public.
- 20.2. The Parties will establish mutually acceptable, reasonable, and efficient transfer of service procedures that utilize the industry standard LSR format for the exchange of necessary information for coordination of service transfers between the Parties. Neither Party will charge the requesting Party for LSRs or the associated Customer Service Records (CSRs).
- 20.3. Each Party is responsible for following FCC rules for obtaining authorization from each End User initiating transfer of service from one Party to the other Party.
- 20.4. Each Party will accept transfer of service requests from the other Party for one End User that includes multiple requests for transfers where the End User will retain one or more telephone numbers.
21. Directory Listings and Distribution Services
- 21.1. Sprint may provide to ILEC or ILEC's directory publisher, as specified by ILEC, the subscriber list information (including additions, changes and deletions) for its End Users located within ILEC's operating areas. It is the responsibility of Sprint to submit directory listings in the prescribed manner to ILEC or ILEC's directory publisher prior to the directory listing publication cut-off date, which will be provided by ILEC or ILEC's directory publisher to Sprint.

- 21.2. ILEC will include Sprint's End Users primary listings (residence and business) in its White Pages Directory, and if applicable, in its Yellow Pages Directory under the appropriate heading classification as determined by directory publisher as well as in any electronic directories in which ILEC's own Customers are ordinarily included. Listings of Sprint's End Users will be interfiled with listings of ILEC's customers and the customers of other LECs, in the local section of ILEC's directories.
  - 21.3. Sprint may identify End Users that have elected not to have their number published. To the extent Sprint elects to have its End User's listing deleted from the directory database, Sprint may remove such listing from the ILEC's database via the industry standard process. No charges will apply for End Users deleted or identified as "Non-Published" or "Non-Listed".
  - 21.4. ILEC will provide Sprint's End Users a primary listing in its telephone directories at no charge. Sprint will pay ILEC's tariffed charges for additional directory listings for the same End User. No other charges will apply.
  - 21.5. ILEC will distribute its telephone directories to Sprint's End Users in the same manner it distributes telephone directories to its own End Users.
  - 21.6. If ILEC uses a third party to publish and provide directories, ILEC will provide the contact information for the directory provider. ILEC will cooperate with Sprint and the directory provider to ensure that Sprint's End-User's listings are included in the directory consistent with ILEC's End-User's listings and that directories are distributed to Sprint's End Users in the same manner that directories are distributed to ILEC's End Users.
22. 911 Requirements / Master Street Address Guide (MSAG)
    - 22.1. If ILEC maintains MSAG information, ILEC shall provide Sprint with a file containing the MSAG for the exchanges or communities in which Sprint provides service.
    - 22.2. Sprint or its agent shall provide initial and ongoing updates of Sprint's End Users 911 Records that are in valid electronic format based upon established NENA standards.
    - 22.3. Each Party is solely responsible for the receipt and transmission of 911/E911 Traffic originated by it. The Parties acknowledge and affirm that calls to 911/E911 shall not ordinarily be routed over the interconnection trunk group(s) identified in and required under this Agreement.

23. Multiple Counterparts

23.1. This Agreement may be executed in counterparts and each of which shall be an original and all of which shall constitute one and the same instrument and such counterparts shall together constitute one and the same instrument.

24. Entire Agreement

24.1. This Agreement, including all attachments and subordinate documents attached hereto or referenced herein, all of which are incorporated by reference, constitute the entire matter, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter.

IN WITNESS WHEREOF, the Parties agree that the effective date of this Agreement is the date first written above, and each Party warrants that it has caused this Agreement to be signed and delivered by its duly authorized representative.

By: Sprint Communications Company L.P.

By: [INSERT ILBC NAME]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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Date

\_\_\_\_\_  
Date

Attachment I

PRICING SCHEDULE

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SERVICE	CHARGE
RECIPROCAL COMPENSATION:	
TANDEM INTERCONNECTION	Bill and Keep
END OFFICE TERMINATION	Bill and Keep
TRANSIT	\$ TBD

## INTERCONNECTION AGREEMENT NONDISCLOSURE AGREEMENT

This Interconnection Agreement Nondisclosure Agreement ("Agreement") is dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between Sprint Communications Company L.P., a Delaware Limited Partnership, (referred to herein as "Sprint") and Whidbey Telephone Company, a Washington corporation, with its address at 14888 SR 525, Langley, Washington ("Company"). Sprint and Company are sometimes collectively referred to herein as the "Parties" and individually as a "Party".

WHEREAS, in connection with the negotiation of an interconnection agreement between the Parties pursuant to 47 U.S.C. §§ 251 and 252 of the Communications Act of 1934, as amended (the "Purpose"), each Party hereto may disclose certain non-public and proprietary information to the other relating to their respective operations and businesses; and

WHEREAS, the Parties wish to preserve the confidentiality and prevent the unauthorized disclosure and use of any such non-public and proprietary information disclosed to the other hereunder.

The Parties hereby agree as follows:

1. As used herein, the term "Information" shall mean all non-public information disclosed hereunder, whether written or oral, that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Information shall include, but not be limited to, financial papers and statements, customer lists, research and development activities, technology, vendors, computer hardware and software, products, drawings, trade secrets and information regarding operating procedures, pricing methods, marketing strategies, customer relations, future plans and other information deemed proprietary or confidential by the Disclosing Party.

2. As a condition to receiving the Information which either Party or any of its employees, representatives or agents (the "Disclosing Party") may furnish to the other (the "Receiving Party") or to which the Receiving Party is afforded access, directly or indirectly, the Receiving Party shall take all reasonable measures to avoid disclosure, dissemination or unauthorized use of the Information, including, at a minimum those measures that it takes to protect its own confidential information of a similar nature (provided that such measures are consistent with at least a reasonable degree of care) and shall not, without the prior written consent of the Disclosing Party, use or disclose the Information or any part thereof except as necessary for the Purpose.

3. The term Information does not include information which:

- (a) has been or becomes published or is now, or in the future, in the public domain without breach of this Agreement or breach of a similar agreement by a third-party;
- (b) ~~prior to disclosure hereunder, is property within the~~ legitimate possession of the Receiving Party which can be verified by independent evidence;
- (c) subsequent to disclosure hereunder, is lawfully received from a third party having rights therein without restriction of third party's or the Receiving Party's rights to disseminate the information and without notice of any restriction against its further disclosure; or
- (d) is independently developed by the Receiving Party through persons who have not had, either directly or indirectly, access to or knowledge of such Information which can be verified by independent evidence; or,
- (e) is disclosed with the prior written consent of the Disclosing Party.

4. The Receiving Party will use the Information only to further the relationship between the Parties. Information shall not, without the prior written consent of the Disclosing Party, be disclosed to any person or entity other than employees or agents of Receiving Party who need to know the Information and in those instances only to the extent justifiable by that need. The Receiving Party shall ensure that all such entities and personnel comply with the terms of this Agreement. Receiving Party will not export any Information in any manner contrary to the export regulations of the United States. The Receiving Party will not reproduce the Information except to accomplish the Purpose of this Agreement.

5. All Information shall remain the exclusive property of the Disclosing Party, and the Receiving Party shall have no rights, by license or otherwise, to use the Information except as expressly provided herein. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Information.

6. Receiving Party agrees to return to the Disclosing Party or destroy, and verify in writing its destruction of all written, tangible or otherwise accessible material in any form (including electronic media such as computer diskettes, CD-ROM, electronic copies or any material resident in the hard or external drive of any computer) containing or reflecting any Information (including all copies, summaries, excerpts, extracts or other reproductions) promptly following the Disclosing Party's request. At the Disclosing Party's option, the Receiving Party will provide written certification of compliance with this Section.

7. Nothing in this Agreement shall impose any obligation upon either Party to take any other action not expressly agreed to herein. Neither Party shall have any obligation to the other for any action such other Party may take or refrain from taking based on or otherwise attributable to any information (whether or not constituting Information) furnished to such other Party hereunder.

8. If Receiving Party is requested by a Governmental entity or other third party to disclose any Information, it will promptly notify Disclosing Party to permit Disclosing Party to seek a protective order or take other appropriate action. Receiving Party will also cooperate in Disclosing Party's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Information. If, in the absence of a protective order, Receiving Party, in the written opinion of its counsel addressed to Disclosing Party, is compelled as a matter of law to disclose the Information, it may disclose to the party compelling the disclosure only the part of the Information as is required by law to be disclosed (in which case, prior to such disclosure, Receiving Party will advise and consult with Disclosing Party and its counsel as to such disclosure and the nature and wording of such disclosure) and Receiving Party will use its best efforts to obtain confidential treatment therefor.

9. This Agreement is intended to cover Information received by Receiving Party both prior to and subsequent to the date hereof. Unless extended by mutual written consent of both Parties hereto this Agreement shall expire either two (2) years from the date hereof or upon the Parties' respective execution of an Interconnection Agreement containing Confidentiality terms substantially similar to the terms contained in this Agreement, whichever first occurs, provided, however, expiration of this Agreement shall not relieve the recipient party of its obligations under this Agreement with respect to Information exchanged prior to the expiration of this Agreement.

10. The Parties acknowledge that a Recipient's unauthorized disclosure or use of Confidential Information may result in irreparable harm. Because money damages may not be a sufficient remedy for any breach of the foregoing covenants and agreements, the Disclosing Party shall be entitled to specific performance and injunctive and other equitable relief as a remedy for any such breach of this Agreement in addition to all monetary remedies available at law or in equity. If there is a breach or threatened breach of this Agreement the Discloser may seek a temporary restraining order and injunction to protect its Confidential Information. This provision does not alter any other remedies available to either party. The party who has breached or threatened to breach this Agreement will not raise the defense of an adequate remedy at law.

11. Disclosing Party makes no representation or warranty as to the accuracy or completeness of the Information and Receiving Party agrees that Disclosing Party and its employees and agents shall have no liability to Receiving Party resulting from any use of the Information. Each party warrants that it has the right to disclose all Confidential Information that it discloses to the other party. Each party will indemnify and defend the other from all third-party claims resulting from the negligent or wrongful disclosure by

the indemnifying party of a third-party's confidential information. Otherwise, neither party makes any representation or warranty about the Confidential Information. Neither party will be liable for indirect, incidental, punitive, or consequential damages for any cause of action, whether in contract, tort, or otherwise, arising out of a breach of this Agreement.

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12. 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 Agreement or the discussions or negotiations covered by this Agreement without the prior written consent of the other Party.

13. This Agreement represents the entire agreement between the Parties with respect to the subject matter contained herein. This Agreement may not be amended except in writing executed by both Parties.

14. This Agreement shall inure to the benefit of the respective Parties, their legal representatives, successors, and assigns.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

16. If any provision of this Agreement is illegal or unenforceable, its invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision. If any provision of this Agreement does not comply with any law, ordinance or regulation, such provision to the extent possible shall be interpreted in such a manner to comply with such law, ordinance or regulation, or if such interpretation is not possible, it shall be deemed to satisfy the minimum requirements thereof. This Agreement may be executed by facsimile and in counterpart copies.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

By: Sprint Communications Company L.P.

By: Whidbey Telephone Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed or Printed Name

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Title

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Title

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Date

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Date