

ATTACHMENT 2

DRAFT - FOR DISCUSSION PURPOSES

INTERCONNECTION AGREEMENT
AGREEMENT FOR LOCAL INTERCONNECTION
AND LOCAL TRAFFIC EXCHANGE

BY AND BETWEEN

ILEC
WHIDBEY TELEPHONE COMPANY

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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This ~~Interconnection Agreement for Local Interconnection and Local Traffic Exchange~~ (“Agreement”) is made effective as of the ____ day of _____ 20062007 by and between ~~[INSERT ILEC NAME]~~ Whidbey Telephone Company dba Whidbey Telecom (“ILEC”), a ~~[INSERT STATE]~~ Washington corporation with offices at ~~[INSERT ADDRESS, CITY, STATE, ZIP]~~ 14888 SR 525, Langley, WA 98260, 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:~~

~~The Parties’ respective networks are presently interconnected with one another for the purpose of exchanging certain types of traffic, which do not include Traffic (as hereinafter defined). This Agreement does not affect those preexisting arrangements. They are entering into this Agreement to provide for additional interconnection between the Parties’ respective networks, to provide for the exchange of Traffic (as hereinafter defined) between those networks, and to address the provision of certain other services between them.~~

~~The Parties are entering into this Agreement under Sections 251(a) and (b) and 252(a) of the Communications Act of 1934, as amended, 47 U.S.C. §§ 151 *et seq.* (the “Act”). Neither the entry into this Agreement, nor anything contained within this Agreement, shall constitute, or be deemed to constitute, a waiver by ILEC or modification in any respect of ILEC’s “rural exemption” pursuant to Section 251(f)(1) of the Act or of any right conferred upon ILEC by Section 251(f)(2) of the Act. Nothing contained in this Agreement shall constitute an agreement by ILEC that it is subject to Section 251(c) of the Act or to be bound by any of the terms or provisions of Section 251(c) of the Act.~~

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With respect to the South Whidbey Exchange (as hereinafter defined), ILEC is a rural telephone company, as defined in 47 U.S.C. § 153(37) and Sprint is a telecommunications carrier, as defined in 47 U.S.C. § 153(44).

In consideration of the mutual obligations and promises set forth below, the Parties, in addition to agreeing to the foregoing, agree to the following terms and conditions:

1. Term of Agreement

1.1. This Agreement is effective upon signature by both ~~parties~~Parties and ~~has~~shall have an initial term of ~~_____ year~~two (2) years. Unless renegotiated or terminated pursuant to this Section 1, this Agreement ~~will~~shall automatically renew for successive ~~_____ periods~~of one (1) year each.

1.2. ~~Sprint~~Either Party may seek to negotiate a new agreement to replace this Agreement by either:

1.2.1. Providing written notice to ~~ILEC~~the other Party at least sixty (60) days prior to expiration of the initial term or any succeeding term of this Agreement; or,

1.2.2. If ~~ILEC~~the other Party sends a timely notice to terminate under ~~section~~Section 1.3, by providing ~~ILEC~~such other Party a written notice to re-negotiate within (60) days of receiving ~~ILEC's~~such other Party'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 ninety (90) days prior to expiration of the initial term or any succeeding term of this Agreement. If ~~ILEC~~a Party sends a timely notice to terminate and ~~Sprint~~the other Party replies with a timely notice for re-negotiation under section 1.2.2, this Agreement ~~will~~shall continue in full force and effect until such new Agreement is effective through negotiation, or, if Section 252(a)(2) or (b) of the Act is applicable, through mediation or arbitration under Section 252(a)(2) or (b) of the Act.

2. Scope

2.1. This Agreement ~~is for~~applies to the Interconnection, the exchange of the respective networks of the Parties for the purposes of exchanging certain Telecommunications Traffic and information services, Information Services Traffic and related services between Sprint transporting and

ILEC, including exchange access and Transit Traffic terminating the Traffic so exchanged. This Agreement applies solely to Telecommunications Traffic and Information Services Traffic that both (i) originates within the South Whidbey Exchange and (ii) terminates in the South Whidbey Exchange.

2.1.2.2. The Traffic exchanged between the Parties pursuant to this Agreement may be used by Sprint either Party to provide retail services or wholesale services, including voice over internet protocol ("VoIP") services; provided, however, that nothing contained in this Agreement shall be construed to require ILEC to deploy VoIP capabilities, or to accept Traffic from, or to deliver Traffic to, Sprint in VoIP format. The Traffic Sprint delivers to ILEC is shall be treated under this Agreement as Sprint Traffic, and all billing associated with that Traffic will shall be in the name of Sprint and any and all amounts due ILEC with respect thereto arising under this Agreement shall be paid for by Sprint, all subject to the terms and conditions of this Agreement. The Traffic ILEC delivers to Sprint shall be treated under this Agreement as ILEC Traffic, and all billing associated with that Traffic shall be in the name of ILEC, and any and all amounts due Sprint with respect thereto arising under this Agreement shall be paid for by ILEC, all subject to the terms and conditions of this Agreement.

2.2.2.3. Nothing in this Agreement alters or otherwise affects in any manner the local or EAS calling areas or services offered by either Party to its End Users.

3. Definitions

3.1. The following definitions will shall apply to all sections contained in provisions of 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 in this Agreement but that is defined in the Act 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.

3.1. Act, as used if such term is defined in Part 51 {or Part 52} of the rules and regulations of the FCC, such definition shall apply to the extent applicable and unless the context clearly requires otherwise. In the absence of any applicable definition in this Agreement, or in the Act or in Part 51 of the FCC's rules, normal usage in the telecommunications industry shall apply.

3.2. Act 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

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authorized rules and regulations of the Federal Communications Commission ("FCC") or the Commission.

3.3. Affiliate means a corporation or other entity controlling, controlled by, or under common control with the Party of which it is an affiliate.

~~3.3.3.4.~~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 Information Services Traffic originated by the other Party's End User and delivered by one Party to the other under, and in accordance with, this Agreement.

3.5. Commercial Mobile Radio Service ("CMRS") is as defined in 47 C.F.R. § 51.5.

~~3.4.3.6.~~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 Washington Utilities and Transportation Commission.

~~3.5.~~EAS Traffic means two-way traffic that Traffic that (i) falls within the definition of "EAS" as set forth in applicable tariffs and of the ILEC and applicable regulatory rules and orders, (ii) that is exchanged between the Parties.

3.7. in accordance with this Agreement and (iii) that satisfies the definition of EAS set forth in Section 3.9 below. As of the date of this Agreement, no Traffic qualifies as EAS Traffic for purposes of this Agreement.

~~3.6.3.8.~~End User means the residential or business subscriber or other ultimate user of services provided by either of the Parties and (i) whose service location is within the South Whidbey Exchange or who receives physical (as distinguished from virtual) foreign exchange service from the South Whidbey Exchange.

~~3.7.3.9.~~Extended Area Service ("EAS") means a service arrangement whereby End Users of either Sprint or ILEC in a specific local service exchange area of ILEC are provided the ability to place and receive interexchange calls to End Users in another local service exchange area of ILEC on the basis of terms, conditions and charges that are distinct from the terms applicable to message-to-local service.

3.10. Information Services shall have the meaning of "information service," as defined in 47 U.S.C. § 153(20).

- 3.11.** Information Services Traffic means calls to an Internet Services Provider (“ISP”), where the call (i) originates on the network of one Party in the South Whidbey Exchange Local and terminates on the network of the other Party in the South Whidbey Exchange and (ii) provides access to the Internet or Information Services furnished by the ISP to the caller.
- 3.8.3.12.** Interconnection means the direct or indirect linking of the Parties' networks for the exchange of Traffic.
- 3.9.3.13.** Interconnection Facility is the dedicated transport facility used to connect the two Parties' respective networks solely for purposes of exchanging Telecommunications Traffic and Information Services Traffic pursuant to this Agreement; provided, however, that such Interconnection Facility shall not be used to exchange Information Services Traffic originating on a Party's network unless it is also used to exchange Telecommunications Traffic that originates on such Party's network.
- 3.10.3.14.** Local Access and Transport Area (“LATA”) is as defined in the Act 47 U.S.C. § 153(25).
- 3.11.3.15.** Point of Interconnection (“POI”) means the physical location(s) at which the Parties' networks meet for the purpose of exchanging Traffic.
- 3.16.** Telecommunications Traffic is as defined in 47 C.F.R. 51.701(b)(1) Section means a section of this Agreement, unless the context clearly requires otherwise.
- 3.17.** South Whidbey Exchange means the South Whidbey Exchange of ILEC, as defined in the applicable exchange area map of ILEC on file with the Washington Utilities and Transportation Commission as part of ILEC's local exchange service tariff.
- 3.18.** Supplemental Service Area means the Supplemental Service Area of ILEC, as shown on ILEC's exchange area map of the South Whidbey Exchange on file with the Washington Utilities and Transportation Commission as part of ILEC's local exchange service tariff.
- 3.12.3.19.** Telecommunications Traffic is as defined in 47 C.F.R. 51.701(b)(1), but does not include any traffic that is not subject to reciprocal compensation under 47 U.S.C. 251(b)(5-) or that is not Telecommunications Traffic as defined in 47 U.S.C. 153(44); provided, however, that Telecommunications Traffic does not include Wireless Traffic that is covered by any other agreement between Sprint, or any Affiliate of Sprint, and ILEC.
- 3.13.3.20.** Telecommunications Services is as defined in 47 U.S.C. 153(46).

3.1421 Traffic means Telecommunications Traffic, information services traffic, exchange access traffic, and Transit Information Services Traffic and any other traffic that the Parties hereafter agree in writing shall be subject to the terms and provisions of this Agreement.

3.1522 Wireless Traffic means Traffic originated by or terminated to a wireless service provider and that originates or terminates by means of CMRS.

4. Billing and Payments

4.1. The Parties ~~will~~shall bill each other for all charges due under this Agreement on a monthly basis and all such charges, except those in with respect to which a written dispute has been delivered as set forth in Section 4.2 below, are due and payable within thirty days upon presentation of the invoice therefor and shall be delinquent if payment therefor is not received by the billing Party prior to the expiration of thirty days after the bill date but no less than or twenty days after receipt of the bill by the Party obligated to make such payment, whichever shall be later. Any undisputed amounts not paid ~~when due~~ before becoming delinquent shall accrue interest from the date such amounts were due became delinquent at the highest rate of interest that may be charged under applicable law, but not exceeding 1.5% per month, until the same shall be paid.

4.2. Billed amounts for which written, itemized disputes or claims have been filed with the billing Party are not due for payment until such disputes or claims have been resolved in accordance with the dispute resolution provisions of this Agreement; provided, however, that all undisputed amounts shall be paid as specified in Section 4.1 above, and no credit or refund shall be due with respect to any disputed claim until the same shall 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 charges for, or use of, 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, use of Services and other services in accordance with Service arrangements to which this Agreement:~~

5.1. applies. Where Services furnished under this Agreement are provided by Sprint on a wholesale basis to one or more other persons or entities that are intervening between ILEC and the Sprint End User, such audit rights of the ILEC shall extend to the books and records of each such intervening

person or entity, and Sprint shall procure, at its sole expense, the right of ILEC to access such books and records for the purposes set forth in this Section 5.

- 5.2. Any audit ~~will~~shall 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 with each Party bearing its own 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 reasonable security rules.
- 5.3. Adjustments, credits or payments shall be made ~~and any corrective action shall commence~~ within thirty (30) Days ~~from~~after 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. Any corrective action indicated by the final audit report to be appropriate, and agreed to by the Parties, shall commence within thirty (30) Days after the requesting Party's receipt of the final audit report.
- 5.4. In addition to the audit rights in ~~section~~Section 5.1, if ~~ILEC~~ either Party uses a third-party to provide any services under this Agreement, including but not limited to 911-related services or directory listings, ~~ILEC will~~such Party shall cooperate with ~~Sprint~~ the other Party to obtain the necessary documentation to conduct an audit related to those services.

6. Limitation of Liability

- 6.1. ~~The Parties will limit~~Parties' liability with respect to matters subject to, or arising under, this Agreement shall be limited in accordance with this Section 6.
- 6.2. ~~Except for damages resulting from~~ To the willful or intentional misconduct of one or both Parties maximum extent permitted by law, 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 induring which Services furnished under this Agreement were adversely affected by such failures, mistakes, omissions, interruptions, delays, errors, or defects(s), mistake(s), omission(s), interruption(s), delay(s), error(s), or defect(s). Because of the mutual nature of the exchange of Traffic arrangement between the Parties

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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 or furnished 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 (i) a Party's liability with respect to its ~~indemnification~~ obligations to defend, indemnify and hold harmless under Section 8 or Section 20.6 of this Agreement:

6.3. ~~Except in~~ and/or (ii) a Party's liability to the instance other Party with respect to unlawful use by such first Party of any Service furnished hereunder by such other Party or with respect to use of such Service by any person to whom such first Party makes such Service available knowing that such person intends to make use of such Service in a manner, or for a purpose, this is unlawful.

6.4. Except for direct harm proximately caused by and resulting from an a Party's intentional action or willful misconduct, ~~neither such~~ Party ~~shall~~ shall not be liable to ~~the any~~ End User of the other Party in connection with ~~its such first Party's~~ provision of services to the other Party under this Agreement. In the event of a dispute with an End User involving both Parties with a customer of one, each Party, both Parties shall assert the applicability of any limitations on liability to End Users that may be contained in either Party's its applicable tariff(s) or applicable End User contracts. Nothing contained in this Section 6.4 shall be construed to confer any right or remedy upon any End User.

7. ~~No~~ Warranties.

7.1. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY HEREBY EXPRESSLY AND 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.

7.2 Sprint hereby represents, warrants and covenants that none of the Traffic delivered by it to ILEC under this Agreement will have, as its originating

carrier, any person or entity other than a Telecommunications Carrier that, at the time such call originates, either is exempt from such registration by reason of having been operating under tariff within the State of Washington prior to January 1, 1985, or is duly registered with the Commission pursuant to the laws of the State of Washington, as the same may be amended from time to time, including, but not limited to RCW 80.36.350, as the same may be amended from time to time, or pursuant to any law of the State of Washington that is a successor thereto. Sprint hereby further represents, warrants and covenants that none of the Traffic delivered by ILEC to Sprint under this Agreement will be delivered by Sprint for termination to any terminating carrier other than a Telecommunications Carrier that, at the time of such delivery, either is exempt from such registration by reason of having been operating under tariff within the State of Washington prior to January 1, 1985, or is duly registered with the Commission pursuant to the laws of the State of Washington, as the same may be amended from time to time, including, but not limited to, RCW 80.36.350, as the same may be amended from time to time, or pursuant to any law of the State of Washington that is a successor thereto.

- 7.3 Sprint represents, warrants and covenants that, with respect to all matters to which its status as a telecommunications carrier shall be relevant for purposes of this Agreement, it is and shall be a telecommunications carrier, as that term is defined in 47 U.S.C. § 153(44).

8. Indemnification

- 8.1. Each Party (the "Indemnifying Party") shall ~~release, indemnify, defend~~ and hold harmless, and upon written request therefor by the other Party ("Indemnified Party"), defend such other 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 (or failure to provision) 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, including, but not limited to, misuse, misappropriation or wrongful disclosure of Customer Proprietary Network Information (CPNI), or misappropriation of a name or likeness, or

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infringement of any patent, copyright or other intellectual property right of any third party by the Indemnifying Party, or (iv) arising out of any breach of any representation or warranty set forth in Section 7 of this Agreement. 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, or failure to provision, said services. As used in this Section 8, the term "Indemnified Party" shall include not only the Party to this Agreement entitled to which such term refers, but also each of its officers, directors, trustees, employees, attorneys, agents and representatives.

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 8 and (ii) if the Indemnified Party desires defense by the Indemnifying Party, 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, including, but not limited to, advising the Indemnifying Party, upon the Indemnifying Party's request therefor, of any and all provisions in the Indemnified Party's applicable tariff, agreement or contract, if any, that limits the Indemnified Party's liability to the third-party claimant(s). ~~The Indemnifying Party~~ Party providing defense shall keep the Indemnified ~~other~~ 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~~ If the Indemnified Party has tendered defense to the Indemnifying Party, 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 8 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 in writing, and such approval by the Indemnifying Party shall not be unreasonably withheld, delayed or conditioned, or unless the defense of the claim, demand, or lawsuit has

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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.

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) 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 obligations of confidentiality and non-disclosure no less restrictive than the terms of this Section; provided, however, that nothing contained herein shall preclude or limit the disclosure of Confidential Information in any legal proceeding relating to this Agreement, or relating to any renegotiation or modification of this Agreement, or relating to any successor agreement to this Agreement. Confidential Information will not be disclosed or used for any purpose other than to provide service as specified in this Agreement, renegotiation, mediation and/or arbitration, if applicable, with respect to any modification of, successor to, 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 under this Agreement to safeguard its own Confidential Information or 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 the 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 to the extent that such protective order is otherwise lawfully binding upon it, and, to the extent that such protective order is not lawfully binding upon it, it shall use commercially reasonable measures to comply with such protective order following its receipt of a copy of such protective order. Notwithstanding the foregoing, the Recipient shall be under no obligation to advise the Disclosing Party of any requirement for disclosure of "Confidential Information," or to refrain from disclosure of "Confidential Information" until the Disclosing Party has had an opportunity to seek a protective order, or to cooperate with the Disclosing Party in seeking a protective order, if so advising the Disclosing Party would violate any law, court order, or rule or regulation of any governmental authority.

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10.3. Each Party agrees that Disclosing Party would be irreparably injured by a breach of Section 10.1 of this Agreement or of any protective order entered pursuant to Section 10.2 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~~ Section 10.1 or of any such protective order. These remedies are not exclusive, but are in addition to all other remedies available at law or in equity.

11. Notices

11.1. ~~Notice~~ Notices and other communications affecting any right or obligation of either Party given by one Party to the other under this Agreement must be in writing and delivered by hand, prepaid overnight courier or pre-paid first class, prepaid Express U.S. mail or prepaid certified U.S mail, return receipt requested, and is effective when received and in each instance properly addressed to:

For Sprint:
(certified mail only)
Manager, ICA Solutions
Sprint
P. O. Box 7954
Shawnee Mission, Kansas 66207-0954

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

With a copy to:
(certified mail only)
Legal/Telecom Mgmt Privacy Group
P. O. Box 7966
Overland Park, KS 66207-0966

or (overnight courier or Express mail only)

Legal/Telecom Management Privacy Group
Mailstop: KSOPKN0214-2A568
6450 Sprint Parkway
Overland Park, KS 66251

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913-315-9348 (overnight mail only)
(913) 315-9348
Fax: () _____

For ILEC:

Business Name:
Mailing Address:
City/State/Zip Code:
Contact Phone Number:
Fax:
Whidbey Telephone Company
Attn: Vice President
14888 SR 525
Langley, WA 98260
(360) 321-0001
Fax: (360) 321-8118

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Tel. (360) 956-7001
FAX: (360) 753-6862

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.

11.3 Notices and other communications referred to in Section 11.1 above shall become effective upon delivery.

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 attempt in good faith 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 ~~thirtysixty~~ (60) Days after delivery of notice of the dispute by one Party 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~~Party, then either party ~~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~~between the Parties under this Agreement ~~or otherwise related~~and relating 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.

12.4 In addition to such regulatory agency jurisdiction as may apply to any dispute arising under, or pertaining to, this Agreement, the Parties agree that in the event of any dispute between them arising under, or relating to, any court action between them shall be brought in the Federal or state courts of the State of Washington in King County, Washington, unless exclusive subject matter jurisdiction is vested by law in one or more other courts, in which event the action shall be brought in such court having jurisdiction as shall be geographically closest to Seattle, Washington. The Parties hereby submit to the jurisdiction of such court(s) solely for such purposes; provided, however, that nothing contained herein shall be deemed to be a waiver of the requirements for the proper service of process or as an agreement to *in personam* jurisdiction in the absence of proper service of such process.

13. Miscellaneous

13.1. Amendments. No amendment of this Agreement ~~is~~shall be 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, or joint venturer with 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 and, if requested by such other Party, defend such other Party from and against any and all liabilities and costs (including reasonable attorneys fees) arising from the failure of such first Party to pay and/or report any applicable taxes and surcharges. Sprint is not~~ Neither Party shall be required to pay to the other Party any tax or surcharge for which it provides an to the other Party a valid and appropriate exemption certificate or other valid and appropriate proof of exemption to ILEC.

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- 13.4. Survival. The Parties' obligations under this Agreement ~~which that~~ by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement. Without limiting the generality of the foregoing, Sections 8 and 9 shall survive termination or expiration of this Agreement.
- 13.5. Publicity. Neither Party nor its subcontractors or agents ~~will~~ shall 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~~ such other 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 such breach or violation, unless such forbearance would cause it, or any of its officers, directors, trustees, employees, attorneys, agents or representatives to be at risk for civil damages or penalties or criminal sanctions. 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.~~
- 13.6. Change of Law. ~~If a federal or state regulatory agency or a court of competent jurisdiction issues a rule, regulation,~~ Notwithstanding the foregoing, if any such breach or violation of law or order which has the effect of canceling, changing, or superseding any material term or provision of this Agreement by one Party could cause the other Party or any of its officers, directors, trustees, employees, attorneys, agents or representatives to be at risk for civil damages or penalties or criminal sanction, or threatens to cause, harm to such other Party's network or disruption or impairment to services furnished by such other Party to itself or to any of its Affiliates or customers, it may, without liability, take such lawful actions as it reasonably deems to be necessary or appropriate to avert or minimize such consequences, including, but not limited to, suspension or discontinuance of the interconnection and/or exchange of Traffic to which this Agreement pertains.
- 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 signed by the other Party to whom such obligation, or

compliance with such agreement or condition, 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, unless it so states in writing.

- 13.8. Change of Law. If a Federal or Washington state regulatory agency or a court of competent jurisdiction issues a rule, regulation or order which has the effect of canceling, changing, or superseding any material term or provision of this Agreement, or if a change of Federal or Washington state statute has such an effect, 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 or such rule, regulation or order. Should the Parties be unable to reach agreement with respect to the applicability of such change of law or such rule, regulation or order or the resulting appropriate modifications to this Agreement, either Party may invoke the Dispute Resolution provisions of Section 12 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.
- 13.9. No Third-Party Beneficiaries. This Except for persons or entities upon whom or which this Agreement confers an explicit right to defense, indemnification and being held harmless, and who shall be deemed to be beneficiaries of this Agreement to the extent of such right, 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 exclusively by, and construed exclusively 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 United States, to the extent applicable, and the laws and regulations of the state of INSERT Washington, 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 shall affect only the portion of the this Agreement which is unenforceable or invalid. In all other respects this Agreement will shall stand as if the invalid provision had not been a part thereof, and the remainder of the this Agreement remains shall remain 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 or invalid language with enforceable and valid language that reflects the intent of the Parties this Agreement as closely as possible. If replacement language cannot be agreed upon, either Party

~~may request dispute resolution pursuant to Section 12~~ invoke the Dispute Resolution provisions of Section 12 of this Agreement.

13.12. Captions and Headings. Captions and section headings have been included in this Agreement solely for the convenience of the Parties, and shall not affect the interpretation of this Agreement.

~~13.12.~~**13.13.** Assignment. This Agreement ~~will~~shall 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 in this Agreement, without the written consent of the other Party ~~will~~shall be void ab initio, provided, however, that such consent will~~shall~~ not be unreasonably withheld, conditioned or delayed. ~~Consent is not required if the assignment is to a corporate affiliate or an entity under common control or~~ or transfer assigns or transfers the entirety, but not less than the entirety, of the assigning or transferring Party's interest in this Agreement to a single assignee or transferee. Consent is not required if (i) the assignment or transfer is to an Affiliate of the assigning or transferring Party, or (ii) the assignment or transfer is to an entity acquiring all or substantially all of its~~the~~ assets or equity of, the assigning or transferring Party, whether by sale, merger, consolidation or otherwise, or (iii) the assignment or transfer is solely for purposes of a grant by the assigning transferring Party of a security interest in connection with a financing transaction. Notwithstanding the foregoing, any assignment or transfer of some, but less than all, or the assigning or transferring Party's rights and obligations under this Agreement shall be void ab initio, unless the non-assigning or non-transferring Party consents thereto in writing, and such non-assigning or non-transferring Party shall be under no obligation whatsoever to give such consent, and may, in its sole discretion, make such consent subject to such conditions as it may deem to be appropriate. No assignment or transfer of any right or obligation under this Agreement shall be effective unless and until the non-assigning Party receives a written instrument, duly executed by or on behalf of the assignee or transferee, whereby the assignee or transferee assumes all of the rights and obligations of the assigning or transferring Party arising under this Agreement and agrees to be bound by, and to perform fully and faithfully the assigning Party's obligations first arising under this Agreement on or after the effective date of such assignment or transfer. No such assignment or transfer shall operate to relieve the assigning or transferring Party of responsibility or liability for any obligation first arising prior to the effective date of such assignment or transfer, and any defense he non-assigning or non-transferring Party my have against the assigning or transferring Party shall be fully available to such non-assigning or non-transferring Party to be asserted against the transferee or assignee.

14. Interconnection

14.1. The Parties shall make available to each other Interconnection Facilities for the reciprocal exchange of Traffic. ~~For Interconnection under pursuant to Section 251(a) of the Act, and with respect to which the following terms set forth in Sections 14.2 through 14.6 following shall 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 or procure 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 South Whidbey Exchange at any technically feasible point on, or immediately adjacent to, the ILEC's network; and each Party will be responsible for engineering and maintaining its network on its side of mutually acceptable the Parties for delivery of Sprint-originated Traffic, and each Party will be responsible for engineering and maintaining its network on its side of such POI on the ILEC's network.~~

14.2.1.2. :

14.2.1.3. Sprint will provide ILEC a technically feasible POI within on Sprint's network within the South Whidbey Exchange and mutually acceptable to the Parties for delivery of ILEC-originated Traffic, and each Party will be responsible for engineering and maintaining its network on its side of the such 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:~~

14.2.2.1. :

14.2.2.2. For direct interconnection, Sprint will establish a minimum of one POI within each LATA the South Whidbey Exchange, at any technically feasible point

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on, or immediately adjacent to, the ILEC's network, and mutually acceptable to the Parties, and Sprint will be responsible for all costs associated with the Interconnection Facility on its side of the POI, including, but not limited to, 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~~ on its side of the POI by means of meet-point circuits between ILEC and a third party offered by ILEC pursuant to tariff, lease of ILEC facilities if ILEC, in its sole discretion, is willing to lease facilities to Sprint for such purpose, lease of third-party facilities, or use of ~~its~~Sprint's 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.~~[Reserved.]

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 (in accordance with Attachment I hereto) the other Party for Traffic that originates 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.

14.2.4 Nothing in this Agreement shall be construed to confer upon Sprint the right to install or, have installed, any of its facilities or equipment on any of the premises of ILEC or to enter upon or into any such ILEC premises, including, but not limited to, any of ILEC's pedestal, cabinets or terminal housings.

14.3. Indirect Interconnection

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- 14.3.1. ~~The~~ If a direct Interconnection as set forth in Section 14.2 is not established, the Parties agree to exchange Traffic indirectly through one or more third-party networks ("Transiting Carrier"). In an indirect ~~interconnection~~ Interconnection arrangement there is no POI directly linking the two parties' Parties' respective 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 at a POI in the South Whidbey Exchange. Upon written request of the other Party, each Party has the obligation to establish at least one POI for in the South Whidbey Exchange at which Traffic may be delivered to it by the other Party. 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~~ Traffic from its network to the Transiting Carrier and for the payment of any transit charges assessed by the Transiting Carrier for ~~that~~ such Party's originated ~~originating~~ Traffic. Each Party may select a Transiting Carrier to carry such Party's originating Traffic and to deliver such Traffic to the terminating Party. The Party selecting such Transiting Carrier shall be and remain individually responsible, with respect to such Party's originating Traffic, for (i) such Transiting Carrier providing complete signaling information sufficient to permit the other Party to route, transport, terminate, measure and bill the originating Party for the Traffic delivered to the terminating Party's network for termination, and (ii) the delivery of such Traffic to the terminating Party's network in a mutually acceptable format and in a manner that neither destroys nor degrades the normal quality of service.

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.~~

~~14.4.1. The Parties agree to utilize SS7 Common Channel Signaling ("SS7") between their respective networks with respect to the interchange of Traffic between those networks. Both Parties will provide SS7 connectivity in accordance with accepted industry practice and standard technical specifications. Nothing contained in this Agreement shall require that such SS7~~

connectivity be established directly between the Parties' respective networks, but rather the Parties hereby agree that indirect SS7 connectively shall be acceptable for these purposes, unless they mutually agree otherwise in writing. For all Traffic exchanged pursuant to this Agreement, the Parties agree to cooperate with one another on the exchange of all appropriate unaltered SS7 messages for call set-up, including without limitation ISDN User Part ("ISUP") and Transaction Capability User Part ("TCAP") messages to facilitate interoperability of SS7-based features and functions between their respective networks, including CLASS features and functions to the extent, if any, that the same shall otherwise have been, or be, deployed by them. All SS7 signaling parameters, including, but not limited to the originating end user telephone number, will be provided by each Party in conjunction with all Traffic such Party delivers to the other Party 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).

14.4.2 Notwithstanding any references to compliance with industry standards, industry guidelines or industry practices, nothing contained in this Agreement shall be construed to obligate ILEC to deploy in its network any capabilities, capacities or functionalities not otherwise deployed by it without regard to this Agreement, and no change in such capabilities, capacities or functionalities shall constitute a violation of this Agreement if such change is otherwise deployed by ILEC without regard for this Agreement. Nor shall anything in this Agreement be construed to constitute an acknowledgement, agreement or admission by ILEC that "industry standards," "industry guidelines" or "industry practices" exist in general or with respect to any specific matter.

14.5. Traffic shall not be combined in the same trunk group or the same Interconnection Facility with non-Traffic.

14.6. Only Traffic that both originates from and terminates to services that are assigned telephone numbers that are associated in the LERG with the South Whidbey Rate Center shall be exchanged between Sprint and ILEC pursuant to this Agreement, and only such Traffic shall be passed over any Interconnection Facility between them that is subject to this Agreement.

14.7. Nothing contained in this Agreement shall be construed to require ILEC to change the clock synchronization of any of its equipment or facilities.

14.8. Nothing contained in this Agreement shall be construed to require the ILEC to accept Sprint Traffic in VoIP format.

15. [Reserved.]

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.~~

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~~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.~~

16.1.1. Each Party shall bear its own costs to reach the POI. If either Party obtains facilities from the other Party in order to enable such first Party to reach the POI, the compensation for such facilities shall be separate and distinct from any transport and termination per minute of use charges, and shall be based upon applicable tariffs or as otherwise agreed in writing between the Parties.

16.1.2. [Reserved.]

16.1.3. [Reserved.]

16.1.4. Unless otherwise mutually agreed by the Parties in writing, Interconnection Facilities that are obtained by Sprint from ILEC for interconnection purposes, shall be provided to Sprint, and paid for by Sprint, at rates and charges that are the same as those rates and charges of ILEC as are set forth in ILEC's jurisdictionally applicable access services tariff.

16.1.5. When Interconnection Facilities are obtained by Sprint from ILEC, they shall be deemed to be provided by ILEC as "services," and not as "facilities," unless ILEC agrees otherwise in writing.

16.1.6. Notwithstanding any other provision of this Agreement, if Sprint elects to order Interconnection Facilities from ILEC's access services tariff, the terms of said tariff shall apply.

16.2. Compensation for Traffic

16.2.1. The reciprocal compensation for the exchange of Telecommunications Traffic will be as set forth on Attachment I

("Pricing Schedule"), which is attached hereto and incorporated herein by this reference.

- 16.2.2. The reciprocal compensation for the exchange of Information Services Traffic will be as set forth on Attached I ("Pricing Schedule"), which is attached hereto and incorporated herein by this reference.

17. Dialing Parity

- 17.1. Neither Party shall require its End User in the South Whidbey Exchange that has a South Whidbey Rate Center telephone number to dial more digits to call the other Party's End User in the South Whidbey Exchange that has a South Whidbey Rate Center telephone number than would be required to call any other End User within South Whidbey Exchange that has a given South Whidbey Rate Center telephone number.

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 the extent necessary to recognize and route Traffic to the other Party's assigned NXX codes at all times in accordance with the LERG. Each Party shall give the other Party not less than thirty (30) Days written notice, pursuant to Section 11, prior to the activation of any NXX code assigned to it within the South Whidbey Rate Center or to any change in the LERG that would affect the routing of Traffic subject to this Agreement.

- 18.2. {When more than one carrier is involved in completing the a Traffic 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 terminating telephone number resides.

18.2. }

- 18.3. {If a Party is the N-1 carrier with respect to a Traffic call and does not fulfill, or cause to be fulfilled, its N-1 carrier responsibility, if any, with respect to such Traffic call, 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 terminating 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.

18.3. but only with respect to such Traffic calls as may have been misrouted by the Party having the N-1 carrier responsibility.

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, within the same rate center.}

~~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~~ To the extent, if any, that a Party shall be required by law to provide LNP to the other Party, such Party 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.}

19.2. ~~The Parties will~~ as shall otherwise be mutually agreed upon in writing by the Parties.}

19.3. {To the extent, if any, required by law, 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. with respect to End Users in the South Whidbey Rate Center.}

~~19.3.~~ {Both Parties will cooperate to perform mutually agreeable testing to ensure interoperability between their respective networks and systems with regard to 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.}

~~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~~ in the South Whidbey Rate Center. Each Party shall give notice to the other Party of any LNP-affecting system updates to the first said Party's systems that may such Party knows, or has reasonable grounds to believe, will adversely affect the other Party's network with respect to LNP in the South Whidbey Rate Center, and each Party shall, at the other Party's request, perform reasonable tests to validate with respect to LNP the operation of its portion of the network.

19.4. servicing the South Whidbey Rate Center. This Section shall apply to a Party only to the extent, if any, that such Party is required by law to have deployed LNP in the South Whidbey Rate Center and that such LNP has been so deployed.

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 exchange service within the South Whidbey Rate Center from one Party to the other Party and seeks to port the telephone number associated with such exchange service, 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.~~~~

~~20.1. }~~

~~20.2. {The Parties will establish mutually acceptable, reasonable, and efficient transfer of exchange service procedures that utilize the industry standard one or more mutually acceptable local service request ("LSR-format") formats for the exchange of necessary information for coordination of service transfers between the Parties in the South Whidbey Rate Center. Neither Party will charge the requesting Party for LSRs or the associated Customer Service Records (CSRs).~~

~~20.2.) with respect to such transfers.}~~

~~20.3. {Each Party is responsible for following FCC rules for obtaining authorization from each End User initiating transfer of exchange service from one Party to the other Party.~~

20.3. in the South Whidbey Rate Center. To the extent, if any that Sprint provides, or shall hereafter provide during the term of this Agreement, wholesale exchange service within the South Whidbey Rate Center, Sprint shall be responsible not only for compliance with this Section 19 as a wholesale service provider, but shall also be responsible for full compliance with this Section 19 as though it were the provider of retail service to the End User that obtains exchange service from Sprint's wholesale customer. Without limiting the foregoing, Sprint shall be responsible for ensuring that any End User that has ported its South Whidbey Rate Center telephone number from ILEC to Sprint is able to report that telephone number back to ILEC, if the End User so desires.

20.4. {Each Party will accept properly completed transfer of South Whidbey exchange service requests from the other Party for one End User that

includes multiple requests for transfersSouth Whidbey exchange service transfers within the same Rate Center and where the End User will retain one or more telephone each of the telephone numbers to which such requests pertain is to be ported and has the same End User of record reflected in the records of the Party from whom the End User desires to port such 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~~

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~~Users in the same manner that directories are distributed to ILEC's End Users.~~

- 21.1. Each Party may submit to the other Party or the other Party's directory publisher, as specified by such other Party, the subscriber list information (including additions, changes and deletions) for its End Users located within the South Whidbey Exchange. It is the responsibility of the Party submitting directory listings to the other Party or to the other Party's directory publisher, to submit such listings in the manner and format prescribed by such other Party, or such other Party's directory publisher, prior to the directory listing publication cut-off date for such other Party's directory, which manner, format and cut-off date will be provided to the Party desiring to submit such listings upon written request for such information submitted in accordance with Section 11 to the other Party by the Party desiring such information.
- 21.2. To the extent that listings are furnished as provided in this Section 20, each Party will include the other Party's End Users' primary listings (residence and business) in such first Party's White Pages Directory covering the South Whidbey Exchange. Listings of the other Party's End Users will be interfiled with listings of such first Party's End Users and the customers of other local exchange carriers, if any, in the local section of such first Party's published directory or directories that include the South Whidbey Exchange.
- 21.3. Each Party may identify to the other Party, or to the other Party's directory publisher, such first Party's End Users that have elected not to have their telephone number published. No directory listing charges of such other Party will apply for such first Party's End Users whose listings so identified (or deleted or omitted) as "Non-Published" or "Non-Listed". Neither Party shall deliver to the other Party, for inclusion in its directory pursuant to this Section 20, any "Non-Published" or "Non-Listed" listing, unless the Party delivering such listing identifies such listing as "Non-Published" or "Non-Listed," as applicable, at the time such listing is so delivered.
- 21.4. Each Party, to the extent that it publishes any directory containing white page listings covering the South Whidbey Exchange or any portion thereof, will, at no charge to the other Party, provide in such telephone directory or directories the other Party's End Users having South Whidbey Exchange telephone numbers a single, basic, primary listing for telephone numbers assigned to such other Party's End Users within the South Whidbey Exchange, provided that the non-directory publishing Party shall have furnished the directory publishing Party with all information necessary for the directory publishing Party to provide such listing. The directory publishing Party shall not be required to include in any such basic, primary listing any material that it would not include in such listing.

if the End User were its End User in the South Whidbey Exchange. The non-directory publishing Party will pay the directory publishing Party's tariffed charges for additional directory listings for the same End User or additional material in the same primary listing. No other charges for a directory listing furnished by the directory publishing Party to the non-directory publishing Party will apply for white page listings furnished by the directory-publishing Party with respect to South Whidbey Exchange telephone numbers assigned by the non-directory publishing Party to its End Users in the South Whidbey Exchange. The non-directory publishing Party shall not charge the directory publishing Party for any listings furnished by the non-directory publishing Party to the directory publishing Party pursuant to this Section 20.4.

21.5. If a Party uses a third party to publish and provide directories, upon written request by the other Party delivered to such first Party in accordance with Section 11, such first Party will provide to the other Party the contact information for such first Party's directory provider. Such first Party will cooperate with the other Party and the directory provider to ensure that the other Party's End-User's listings, to the extent that the same have been appropriately and timely supplied in accordance with this Section 20, are included in the such first's Party's applicable directory consistent with such first Party's End-User's.

20.6 Each Party ("Indemnifying Party") shall indemnify and hold harmless, and upon written request by the other Party, defend the other Party and the publisher of the other Party's directories, and their respective officers, directors, trustees, employees, attorneys, agents and representatives, from and against any and all claims, liabilities, judgments and costs (including reasonable attorneys' fees) (i) arising from the inclusion in such other Party's directory of any listing submitted by the Indemnifying Party to such other Party or such other Party's directory publisher, or (ii) arising from any error or omission in any such listing introduced by the Indemnifying Party or its directory publisher. Such indemnification, defense and holding harmless shall be governed by the provisions of Section 8 of this Agreement.

22. 911 Requirements / Master Street Address Guide (MSAG)

22.1. If ~~ILEC maintains~~ a Party provides MSAG information, ~~ILEC administration to the Public Service Answering Point for the South Whidbey Exchange,~~ upon written request by the other Party made in accordance with Section 11, the first such Party shall, provide Sprint such other Party with a file containing the MSAG for the exchanges or communities in which Sprint provides service ~~South Whidbey Exchange.~~

Sprint or its agent

22.2. Each Party shall provide initial and ongoing updates of Sprint's End Users' 911 Records to the ALI database administrator for the Public Service Answering Point ("PSAP") that are in valid electronic format based upon established NENA standards, or such other format as may be specified by such Party's customer (e.g., the ALI database administrator or the PSAP) customer for the provision of such 911 Records. Neither Party shall have any responsibility with respect to the 911 Records pertaining to the other Party's End Users, or the submission of such 911 Records to any third party, unless such Party becomes the ALI database administrator with respect to the South Whidbey Exchange, and then only for so long and to such extent as such Party is said ALI database administrator.

22.3. Each Party is solely responsible for the receipt and transmission of 911/E911 Traffic originated by its End Users in the South Whidbey Exchange. The Parties acknowledge and affirm agree that calls to 911/E911 shall not ordinarily without the prior written consent of the other Party, 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~~ Attachment I attached hereto or referenced herein, all of which are incorporated herein by reference, constitute the entire agreement of the Parties with respect to the subject matter hereof, and ~~supersedes~~ supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to ~~the~~ such 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.
NAME Whidbey Telephone Company

By: INSERT ILEC

Signature

Signature

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Typed or Printed Name

Typed or Printed Name

Title

Title

Date

Date

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Attachment I

PRICING SCHEDULE

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

* This Pricing Schedule applies only to Traffic, as defined in the Agreement to which this Attachment I is attached, exchanged between Sprint and ILEC. Whether Interconnection shall be Tandem Interconnection or End Office Interconnection shall be dependent upon mutual agreement of the Parties.