

# **EXHIBIT 10**

## Rob Snyder

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**From:** Pfaff, Jeff M [LEG] [Jeff.M.Pfaff@sprint.com]  
**Sent:** Monday, July 23, 2007 4:26 PM  
**To:** Rob Snyder - Compuserve; Rob Snyder - whidbey.com  
**Cc:** Sanfilippo, William [NTK]  
**Subject:** Sprint's Request for Interconnection with Whidbey Telephone Company and NDA

**Attachments:** WA - Whidbey Tele Co NDA (1a).doc



WA - Whidbey Tele  
Co NDA (1a)...

Mr. Snyder: Your letter to Mr. Cowin has been referred to me and a response to that letter will be forthcoming shortly. In the interest of moving forward expeditiously, I have enclosed a response to your redline of the NDA. As you can see, I have accepted most of your changes, but have some small changes and a question.

## INTERCONNECTION DISCUSSION NONDISCLOSURE AGREEMENT

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

WHEREAS, the networks of Sprint and Whidbey are presently interconnected for purposes of the exchange of interexchange traffic; and

WHEREAS, in connection with the discussion or negotiation between them of a potential further interconnection of the Parties' respective networks and/or a further exchange of traffic between their respective networks, pursuant to 47 U.S.C. §§ 251(a) and/or (b) of the Communications Act of 1934, as amended (referred to herein as the "Purpose"), each Party hereto may disclose certain non-public and/or 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/or proprietary information disclosed to the other hereunder.

NOW, THEREFORE, for and in consideration of the mutual promises set forth below, 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 proprietary 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 financial, 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 identified by the Disclosing Party to the Receiving Party as being proprietary or confidential to the Disclosing Party and/or any third party.

2. As a condition to receiving the Information which either Party or any of its employees, representatives or agents (herein the "Disclosing Party") may furnish to the other Party or any of its employees, representatives or agents (herein the "Receiving Party") or to which the Receiving Party is afforded access by the Disclosing Party, directly or indirectly, the Receiving Party shall take all reasonable measures to avoid

unauthorized disclosure, unauthorized dissemination and/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 or appropriate for the Purpose.

3. The term Information does not include information which:
  - (a) without breach of this Agreement or breach of any similar agreement by a third-party, has been or becomes published or is now, or in the future, becomes publicly available or in the public domain;
  - (b) prior to disclosure hereunder, is properly within the legitimate possession of the Receiving Party free of any restriction on its disclosure or use not imposed by the Receiving Party;
  - (c) subsequent to disclosure hereunder, is lawfully received by the Receiving Party from a third party having rights therein without restriction of such third party's or the Receiving Party's right to disseminate the information and without the Receiving Party having any notice of any restriction against further disclosure of such information; 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; or,
  - (e) is disclosed by the Receiving Party with the prior written consent of the Disclosing Party.

4. The Receiving Party shall use the Information only for the Purpose. The Receiving Party shall not, without the prior written consent of the Disclosing Party, disclose to any person or entity other than employees, representatives or agents of the Receiving Party to whom such disclosure is necessary or appropriate in connection with the Purpose. The Receiving Party shall ensure that all such entities and personnel comply with the restrictions on the use and disclosure of Information set forth in this Agreement with respect to Information furnished to them by the Receiving Party. The Receiving Party shall not export any Information in any manner contrary to the export regulations of the United States. The Receiving Party shall not reproduce the Information except in furtherance of the Purpose or in connection with the disclosures permitted by Paragraph 9 below.

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 or as granted or acquired other than by reason of disclosure or use pursuant to this Agreement. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Information.

6. [Reserved.] What is the concern with return or destruction of confidential information?

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 Party 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 a Receiving Party is requested by a Governmental entity or other third party to disclose any Information furnished to the Receiving Party by the Disclosing Party, unless prohibited by law from so doing or requested by subpoena, warrant or other governmental request not to give such notification, it will promptly notify the Disclosing Party to permit the Disclosing Party to seek a protective order or take other appropriate action. In such circumstances, the Receiving Party will also cooperate in the Disclosing Party's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Information.

9. Notwithstanding any other provision(s) of this Agreement, nothing contained in this Agreement shall be construed to limit the information (whether or not constituting Information) that either Party may disclose to the Washington Utilities and Transportation Commission or the Federal Communications Commission in connection with the Purpose or in any proceeding commenced by either Party before the Washington Utilities and Transportation Commission or the Federal Communications Commission pertaining to (i) the Purpose, (ii) the interconnection of the Parties' respective networks or the exchange of traffic between those networks, or (iii) the discussions and/or negotiations referred to above.

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Deleted: , or (b) to impose upon such disclosure any condition(s) precedent.

10. This Agreement shall apply to Information received by a Receiving Party subsequent to the date first above written. Unless extended by mutual written consent of both Parties hereto, this Agreement shall expire either two (2) years after the date hereof or upon the effective date of a subsequent written Interconnection Agreement or Traffic Exchange Agreement between the Parties limitations on the use and disclosure of Information and exceptions thereto, substantially similar to the terms contained in this Agreement, whichever first occurs, provided, however, that expiration of this Agreement shall not relieve the Receiving Party of its obligations under this Agreement with respect to Information exchanged prior to the expiration of this Agreement.

11. The Parties acknowledge that a Recipient's unauthorized disclosure or use of Information furnished by the Disclosing Party may result in irreparable harm to the Disclosing Party. 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 Disclosing Party may seek a temporary restraining order and injunction to protect the Disclosing Party's 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 to any request by the Disclosing Party for specific performance of, or an injunction requiring compliance with, the terms of this Agreement.

12. The Disclosing Party makes no representation or warranty as to the accuracy or completeness of the Information and the Receiving Party agrees that neither the Disclosing Party nor any of its employees, representatives, or agents shall have any liability to the Receiving Party resulting from any use of the Information by the Receiving Party, its employees, representative and/or agents. Each Disclosing Party represents and warrants that it has the right to disclose all Information that it discloses to the Receiving Party. Each Party shall indemnify and defend the other Party, its officers, directors, trustees, employees, attorneys, agents and representatives from all third-party claims resulting from the negligent or wrongful disclosure by the indemnifying party of a third-party's confidential or proprietary information. Otherwise, neither Party makes any representation or warranty about the 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.

13. Subject to Paragraph 9 above, neither Party shall in any way or in any form publicize or advertise in any manner the discussions that give rise to this Agreement or the discussions covered by this Agreement without the prior written consent of the other Party.

14. This Agreement comprises 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.

15. This Agreement shall inure to the benefit of the respective Parties, their legal representatives, successors, and assigns. Except for the additional persons eligible for indemnification pursuant to Paragraph 12 above, there are no third party beneficiaries to this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law provisions.

17. 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 modified to the minimum extent necessary 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 as of the date first above written.

Sprint Communications Company L.P.

Whidbey Telephone Company

By

By

\_\_\_\_\_  
Signature

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Signature

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Typed or Printed Name

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