

EXHIBIT 11

Track Shipments
Detailed Results

 [Quick Help](#)

Tracking number	802853965984	Reference	SPRINT
Signed for by	S.HEATH	Delivered to	INTERCONNECTION
Ship date	Aug 10, 2007	Service type	Shipping/Receiving
Delivery date	Aug 13, 2007 9:20 AM		Priority Envelope
Status	Delivered		
Signature image available	Yes		

Date/Time	Activity	Location	Details
Aug 13, 2007	9:20 AM Delivered		
	7:51 AM On FedEx vehicle for delivery	KANSAS CITY, MO	
Aug 11, 2007	7:17 AM At local FedEx facility	KANSAS CITY, MO	
	7:17 AM At local FedEx facility	KANSAS CITY, MO	Package not due for delivery
	4:34 AM At dest sort facility	KANSAS CITY, MO	
	4:08 AM Departed FedEx location	MEMPHIS, TN	
	12:52 AM Arrived at FedEx location	MEMPHIS, TN	
Aug 10, 2007	6:05 PM Left origin	SEATTLE, WA	
	5:11 PM Picked up	SEATTLE, WA	

[Signature proof](#) [E-mail results](#) [Track more shipments](#)

Subscribe to tracking updates (optional)

Your Name: Your E-mail Address:

E-mail address	Language	Exception updates	Delivery updates
<input type="text"/>	English	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>	English	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>	English	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>	English	<input type="checkbox"/>	<input type="checkbox"/>

Select format: HTML Text Wireless

Add personal message:

Not available for Wireless or non-English characters.

By selecting this check box and the Submit button, I agree to these [Terms and Conditions](#)



FedEx Express
Customer Support Trace
3875 Airways Boulevard
Module H, 4th Floor
Memphis, TN 38116

U.S. Mail: PO Box 727
Memphis, TN 38194-4643
Telephone: 901-369-3600

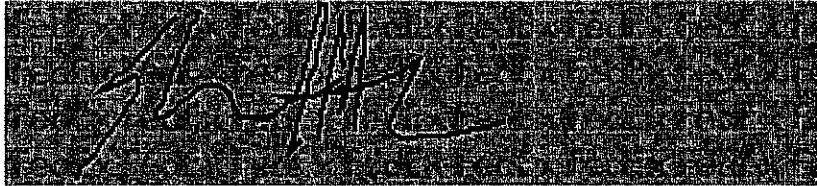
August 29, 2007

Dear Customer:

The following is the proof of delivery you requested with the tracking number **802853965984**.

Delivery Information:

Status:	Delivered	Delivery location:	6391 SPRINT PKWY 66251
Signed for by:	S.HEATH	Delivery date:	Aug 13, 2007 09:20
Service type:	Priority Envelope		



Shipping Information:

Tracking number:	802853965984	Ship date:	Aug 10, 2007
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Recipient:
JEFFREY M PTUFF ESQ
SENIOR COUNSEL SPRINT NEXTEL
6450 SPRINT PKWY
66251 US

Shipper:
R S SNYDER
SEA 98104 US

Reference

SPRINT INTERCONNECTION

Thank you for choosing FedEx Express.

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Law Offices Of
Robert S. Snyder
1000 Second Avenue, 30th Floor
Seattle, Washington 98104
Tel. (206) 622-2226
FAX (206) 622-2227

August 10, 2007

**BY FEDERAL EXPRESS AND
E-MAIL (Jeff.M.Pfaff@sprint.com)**

Jeffrey M. Pfaff, Esq.
Senior Counsel
Sprint Nextel
6450 Sprint Parkway
Overland Park, KS 66251

Dear Mr. Pfaff:

Re: Sprint Communications Company L.P. / Whidbey
Telephone Company – Sprint’s Request for Interconnection

This letter is in reply to your letter, dated July 27, 2007 (received via Federal Express on July 30, 2007), which in turn was responding to my letter, dated June 22, 2007, to Joseph P. Cowan, Esq.

At this juncture, it appears that Sprint Communications Company L.P. (“Sprint”) and Whidbey Telephone Company (“Whidbey”) may be at an impasse. In previous correspondence, Whidbey has set forth threshold issues that it believes must be resolved before it can be determined whether negotiations relating to “local” interconnection, as requested by Sprint, or discussions relating to the exchange of local traffic can take place. Your letter, on the other hand, includes the statement, “there are no ‘threshold issues’ to resolve before negotiations can proceed.”

Your letter refers to the decision of the Federal Communications Commission (“FCC”) in WC Docket No. 06-55¹ (“FCC Order”) as (i) validating Sprint’s wholesale business model, (ii) stating that wholesale providers are telecommunications carriers under Sections [sic] 251 of the Act entitled to interconnection rights,² and (iii) noting that the regulatory status of Sprint’s wholesale customer is irrelevant to Sprint’s

¹ It is assumed that by this reference, you were referring to the Memorandum Opinion and Order, released March 1, 2007, by the Chief, Wireline Competition Bureau, in WC Docket No. 06-55, DA 07-709.

² This portion of your letters reads, “and stated that wholesale providers are telecommunications carriers under Sections 251 of the Act are entitled to interconnection rights.” Is this what you intended to say? The fact that “Sections” is in the plural but only one section is then enumerated, as well as the duplicative appearance of the word “are” suggests that there may be something missing from the sentence.

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right to obtain interconnection. Based upon that reading of the FCC Order, you conclude that "there are no 'threshold issues' to resolve before negotiations can proceed." Whidbey respectfully disagrees.

Whether or not the FCC Order validated Sprint's wholesale business model would seem to have relevance here only if the relationship between Sprint and its customer that was before the FCC in WC Docket No. 06-55 was the same as that which is present here and the salient aspects of that relationship were also before the FCC. Sprint has supplied Whidbey with no information that would permit Whidbey to form a conclusion as to these matters, so, at this juncture, Whidbey cannot agree with the validation thesis.

With respect to the issue of whether wholesale providers are telecommunications carriers under Section 251 of the Act, I do not read the FCC Order as holding that "all" wholesale service providers are "telecommunications carriers," but rather as recognizing that only those wholesale providers that are, in fact, providing telecommunications services as common carriers are included within the term "telecommunications carriers." The FCC Order includes a substantial discussion of the tests that must be satisfied for a service provider to be a common carrier, and it is that discussion which gave rise to one of the threshold issues raised by Whidbey – namely, that it appears that, in its relationship with its wholesale customer in this instance, Sprint is not acting as a "common carrier." If it is not acting as a common carrier, it is not eligible to exercise rights under Sections 251(a) and (b) of the Act. Your letter does not appear to address this issue at all. Accordingly, I would renew the opportunity that Whidbey has extended to Sprint to provide evidence that, insofar as is relevant here, Sprint is acting in a common carrier capacity, and would respectfully request that, if Sprint intends to pursue its request for interconnection, it provide Whidbey with evidence that Sprint's relationship with its wholesale customer is one in which Sprint is acting as a common carrier.

Finally, with respect to the FCC Order noting that the regulatory status of a wholesale telecommunications carrier's customer is irrelevant to any determination of the rights of the wholesale carrier under Sections 251(a) and (b) of the Act, the discussion in the FCC Order of the relationship between the regulatory status of a wholesale customer and a wholesale telecommunications carrier's eligibility to invoke 47 U.S.C. § 251(a) and (b) was with respect to the effect, if any, that characterization of the wholesale customer's service as an "information service" or a "telecommunications service" would have on the wholesale carrier's rights, if any, under 47 U.S.C. § 251(a) and (b). The issue here is quite different: it involves not just the regulatory classification of the

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wholesale customer's service, but the apparent unlawfulness of that service and the potential unlawfulness of any aiding or abetting of the wholesale customer in the provision of such service.

With regard to this last issue and with exceptions not here relevant, under the laws of the State of Washington, an entity providing telecommunications services to the public for hire must be registered with the Washington Utilities and Transportation Commission ("WUTC"). RCW 80.36.350. Whidbey has endeavored to ascertain whether Sprint's wholesale customer is so registered, and it does not appear to be. A violation of the requirement for registration with the WUTC is a violation of Washington's public services laws. Aiding or abetting such a violation carries civil and criminal penalties. *See, generally*, RCW 80.04.380, -.385, -.387 and -.390. Whidbey is concerned that if, knowing the identity of Sprint's wholesale customer and it appearing that such customer is not registered with the WUTC, Whidbey were to provide the "interconnection" that Sprint appears to be seeking, so doing could potentially be viewed as aiding or abetting the unlawful provision of service by Sprint's wholesale customer, and Whidbey or its personnel might thereby become exposed to potential liability for civil or criminal penalties. Under these circumstances, Whidbey does not feel that it can move forward with steps looking toward effecting such interconnection – or the exchange of local traffic contemplated by such interconnection – unless and until there is adequate assurance that the service Sprint intends to facilitate by the requested interconnection and contemplated traffic exchange is not unlawful.

Your letter also touches upon the request for wireline-to-wireline local number portability ("LNP") submitted to Whidbey by Ms. Victoria Danilov on behalf of Sprint. As has been stated in previous correspondence from Whidbey to Sprint, Whidbey has declined to accept that request for reasons there explained. I would also note that Whidbey has requested information from Sprint in connection with LNP – including Whidbey's own conditional request to Sprint for LNP – and that Whidbey has not yet received from Sprint any of the requested information. If Sprint intends to seek LNP from Whidbey in the South Whidbey rate center, please respond to those requests.

Your letter stated that concurrently with your letter, you would be providing a response to Whidbey's proposed revisions to the Sprint Non-Disclosure Agreement. However, nothing in that regard accompanied your letter, nor has anything

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in that regard been received since receipt of your letter. However, I did receive a revised version of the Non-Disclosure Agreement as an attachment to your e-mail of July 23, 2007, which I have reviewed.

As a result of that review, I am enclosing with this letter (and attaching to the e-mail that transmits the electronic version of this letter) redlined and clean versions of a further revised draft of that agreement.³ Please be sure to view the redlined version in a manner that allows you to see the comments that I have inserted in its right-hand margin. Whidbey has proceeded to address the Non-Disclosure Agreement so that, if Sprint is willing to address the threshold issues identified above and such an agreement would aid in that process, it could be executed expeditiously. However, if Sprint is not willing to address the threshold issues in a substantive way for which a Non-Disclosure Agreement might reasonably be desired by Sprint, then Whidbey does not see any purpose to entering into the Non-Disclosure Agreement at this time. If the parties subsequently proceed to negotiations, then such an agreement would be appropriate and be expected to be entered into at that time.

Whidbey is committed to fulfilling its obligations under Sections 251(a) and (b) of the Communications Act of 1934, as amended, and remains receptive to bona fide requests for interconnection from telecommunications common carriers eligible to submit them, where those requests do not have an unlawful purpose or effect. Whidbey would be willing to enter into an appropriate non-disclosure agreement with Sprint if Sprint is willing to address in a substantive and meaningful way the threshold issues that Whidbey has raised, and would be willing to proceed with non-Section 251(c) discussions/negotiations with Sprint regarding Section 251(a) and (b) matters, if it were to appear from such information as Sprint may choose to furnish in response to those threshold issues that Whidbey's concerns are misplaced and that Sprint is eligible to submit the subject requests for interconnection and LNP in the South Whidbey rate center.

[continued on page 5]

³ The e-mailed version of this letter includes those two documents in .pdf format, as well as a copy of the clean version of the revised draft Non-disclosure Agreement in .doc format.

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If you have any questions regarding any of the matters set forth above or would like to discuss any of them, please feel free to contact me at (206) 622-2226. Also, if the Non-Disclosure Agreement is to be entered into, I would welcome an opportunity to discuss with you and resolve any remaining areas of difference of in that agreement.

Very truly yours,



Robert S. Snyder
Attorney for Whidbey Telephone
Company

Enclosures

cc: Whidbey Telephone Company

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 Information 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 with respect to the Information is licensed, granted or otherwise conveyed by this Agreement.

Deleted: with respect to the Information

6. [Reserved]

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.

Comment [RSS1]: The concern is to hold the Parties to the Agreement that the history of dealings between the Parties may bear upon whether they have complied with their regulatory obligations. It would seem that the Parties should be able to retain the records they have exchanged. Secondly, to the extent that electronic communication is used, such as e-mail, it is extremely difficult to ensure that all copies have been found and destroyed. It is also difficult to ensure that they have been destroyed.

Deleted: What is the concern with return or destruction of confidential information

Deleted: ?

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

Comment [RSS2]: Not understanding the reason for why the proposed deleting this language has been proposed, I do not know what the Agreement does place conditions precedent upon the disclosure to the WUTC and/or FCC addressed in this section. It might be helpful if we could discuss this item.

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. Nothing contained in this Agreement shall be construed as acquiescence by either Party with, or agreement by either Party to, any theory or right claimed by the

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Party, or give rise to any estoppel with respect to any such theory or right. Each Party reserves to itself the right to espouse, agree with, or oppose any interpretation of any provision of the Communications Act of 1934, as amended, or any rule or regulation promulgated by the Federal Communications Commission or any other governmental agency or any order of any court.

18. 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.

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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

Signature

Typed or Printed Name

Typed or Printed Name

Title

Title

Date

Date

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".

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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 Information 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 with respect to the Information is licensed, granted or otherwise conveyed by this Agreement.

6. [Reserved.]

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

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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. Nothing contained in this Agreement shall be construed as acquiescence by either Party with, or agreement by either Party to, any theory or right claimed by the

other Party, or give rise to any estoppel with respect to any such theory or right. Each Party reserves to itself the right to espouse, agree with, or oppose any interpretation of any provision of the Communications Act of 1934, as amended, or any rule or regulation promulgated by the Federal Communications Commission or any other governmental agency or any order of any court.

18. 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

Signature

Typed or Printed Name

Typed or Printed Name

Title

Title

Date

Date