



Channel 51, LLC
200 Biscayne Blvd, 36th Floor
Miami, FL 27701

Date: June 22, 2018

Assistant Attorney General for National Security
United States Department of Justice
National Security Division
950 Pennsylvania Avenue NW,
Washington, DC 20530

Subject: **Channel 51 License Co LLC Petition for Declaratory Ruling pursuant to section 310(b)(4) of the Communications Act of 1934, as amended, 47 U.S.C. § 310(b)(4) (ISP-PDR-20160209-00002) (TT # 18-01)**

Sir/Madam:

This Letter of Agreement (LOA or Agreement) sets forth the commitments being made by Channel 51 License Co LLC and Channel 51, LLC to the U.S. Department of Justice (DOJ). This LOA addresses national security, law enforcement, and public safety concerns raised with regard to Channel 51 License Co. LLC's Petition for Declaratory Ruling (Petition) to the Federal Communications Commission (FCC).¹ In this Petition, Channel 51 License Co LLC requests advance approval to exceed the 25% statutory benchmark set forth in section 310(b)(4) of the Communications Act of 1934, as amended, in connection with its pending application seeking FCC issuance of eight 600 MHz licenses to Channel 51 License Co LLC.²

Channel 51 License Co LLC states that it currently has no employees and has no plans to have employees in the next 12 months. Channel 51 License Co LLC states that it is currently in the development stage, that it does not own or operate any communications network or own any communications equipment at this time, and that it has made no decisions on its services and offerings.

Channel 51 License Co LLC and Channel 51, LLC hereby adopt as true and correct all answers provided to DOJ during this Team Telecom process through triage questions, follow up questions and emails to personnel of DOJ.

This LOA sets forth the following terms, to be implemented by Channel 51 License Co LLC and Channel 51, LLC, to become effective immediately upon signature. This LOA

¹ Channel 51 License Co LLC, *Petition for Declaratory Ruling*, File No. ISP-PDR-20160209-00002 (filed February 9, 2016).

² See ULS File No. 0007753604.

contains the entire understanding and agreement between DOJ, Channel 51 License Co LLC and Channel 51, LLC.

1. For purposes of this LOA, the following definitions apply:

1.1 “Channel 51” means, collectively, Channel 51 License Co LLC and Channel 51, LLC, or their subsidiaries, affiliates, or successors in interest.

1.2 “Books and Records” means any written or electronic records of Channel 51’s finances, including ledgers, account records, and documents regarding any financial aspect of the company, regardless of where prepared and maintained electronically/digitally through software, or prepared and maintained in documentary form. Books and Records include any accounting system, whether or not maintained by Channel 51 or a third party or storage system.

1.4 “Customer Proprietary Network Information” (CPNI) shall mean as defined in 47 U.S.C. § 222(h)(1).

1.5 “Domestic Communications,” as used herein, means:

(a) Wire Communications or Electronic Communications (whether stored or not) from one U.S. location to another U.S. location; and

(b) The U.S. portion of a Wire Communication or Electronic Communication (whether stored or not) that originates or terminates in the United States.

1.6 “Domestic Communications Infrastructure” (DCI) means any systems, equipment, hardware, software or applications that capture, control, or transmit the flow of Domestic Communications on behalf of Channel 51, including information technology supporting Channel 51.

1.7 “Electronic Communication” has the meaning provided it in 18 U.S.C. § 2510(12).

1.8 “Electronic Surveillance” means:

(a) The interception of wire, oral, or electronic communications as defined in 18 U.S.C. § 2510(1), (2), (4) and (12), respectively, and electronic surveillance as defined in 50 U.S.C. § 1801(f);

(b) Access to stored wire or electronic communications, as referred to in 18 U.S.C. § 2701 *et seq.*;

(c) Acquisition of dialing, routing, addressing, or signaling information through pen register or trap and trace devices or other devices or features

capable of acquiring such information pursuant to law as defined in 18 U.S.C. § 3121 *et seq.* and 50 U.S.C. § 1841 *et seq.*;

(d) Acquisition of location-related information concerning a subscriber or facility;

(e) Preservation of any of the above information pursuant to 18 U.S.C. § 2703(f); and,

(f) Access to or acquisition, interception, or preservation of, wire, oral, or electronic communications or information as described in (a) through (e) above and comparable state laws.

1.9 “Foreign” means non-United States.

1.10 “Government” means any government, or governmental, administrative, or regulatory entity, authority, commission, board, agency, instrumentality, bureau or political subdivision, and any court, tribunal, judicial or arbitral body.

1.11 “Lawful U.S. Process” means U.S. federal, state, or local court orders, subpoenas, warrants, processes, directives, certificates or authorizations, and other orders, legal process, statutory authorizations and certifications for electronic surveillance, physical search and seizure, production of tangible things or access to or disclosure of Domestic Communications, and call-associated data, transactional data, or subscriber information, or associated records.

1.12 “Network Elements” means any facility, equipment, software, hardware or applications used in the operation, management, maintenance, transmission, routing and provisioning of telecommunications services, including features, functions and capabilities that are provided by means of any such facility or equipment such as subscriber numbers, databases, signaling systems, and information sufficient for billing, receiving and/or aggregating customer data .

1.13 “Network Management” means software or applications used to manage or monitor network operations.

1.14 “Network Operations Center” (NOC) means any locations and facilities performing Network Management, monitoring, accumulation of accounting and usage data, maintenance, technical and user support, or other operational functions for Domestic Communications.

1.15 “Non-US Government” means any government, including an identified representative, agent, component or subdivision thereof, that is not a local, state, or federal government in the United States.

1.16 “Offshoring” means performing obligations of this Agreement through the use of entities and personnel outside of the territorial limits of the United States, whether those entities or personnel are employees of Channel 51, its subsidiaries, or third parties.

1.17 “Outsource” or “Outsourcing” means, with respect to Domestic Communications, supporting the services and operational needs of Channel 51 at issue in this LOA through the use of contractors or third parties.

1.18 “Principal Network Equipment” means core Network Elements and any equipment, hardware, software, or applications capable of controlling Domestic Communications, as well as device controllers, signal routing and routers, devices that perform network or element management, fiber optic line termination and multiplexing, core and edge routing, network protection, radio network control subsystem, mobility management, or lawful intercept functions, and non-embedded software necessary for the proper monitoring, administration and provisioning of any such equipment. This definition may be modified from time to time by DOJ, pursuant to an amendment to this LOA, as may be necessary due to changes in technology, business model, management, structure of services offered, or governance of the Domestic Communications.

1.19 “U.S. Records” means Channel 51’s customer billing records, subscriber information, text, internet browsing or purchasing information, geolocation data, CPNI, and any other related information used, processed, or maintained in the ordinary course of business relating to the services offered by Channel 51 in the United States, including information subject to disclosure to a U.S. federal or state governmental entity under the procedures specified in 18 U.S.C. § 2703(c) and (d) and 18 U.S.C. § 2709.

1.01 “Wire Communication” has the meaning provided in 18 U.S.C. § 2510(1).

2. Channel 51 agrees to maintain its company headquarters in the United States.
3. Within 90 days of the date of this LOA, Channel 51 agrees to identify to DOJ a point of contact (“POC”), subject to the approval of DOJ, whose responsibilities shall include:
 - (a) Overseeing Channel 51’s compliance with the terms of this LOA, and
 - (b) Serving as the liaison between Channel 51 and DOJ. Channel 51 further agrees that the POC will:
 - (1) at all times be an employee or Managing Member of Channel 51;
 - (2) be a non-dual United States citizen residing in the United States;
 - (3) have appropriate senior level authority to carry out his or her responsibilities under the LOA;
 - (4) have access to appropriate Channel 51 business records to perform his

- or her duties;
- (5) respond within 48 hours to requests made by DOJ;
- (6) ensure completion of the reporting obligations pursuant to the LOA; and
- (7) maintain current awareness of potential changes to Channel 51's corporate structures.

4. No later than **180 days** before it commences operation, Channel 51 shall:
 - a. provide a detailed list of all services to be offered;
 - b. submit detailed network diagram(s) showing all Network Elements for review and approval by DOJ;
 - c. provide a detailed Systems Security & Integrity ("SSI") Plan which must be reviewed and approved by DOJ, and which shall address but not be limited to, information security, remote access, physical security, cyber-security, third party contractors, Outsourcing and Offshoring, system logs, protection of Lawful U.S. Process and protection of U.S. customer information obtained by Channel 51. Channel 51 agrees to confer with DOJ in good faith about any aspect or term of the Plan which DOJ believe presents a national security or law enforcement concern, and to resolve that concern before finalizing the Plan; and
 - d. report any changes to services portfolio, including offering additional services.

5. At least 180 days prior to installing any Principal Network Equipment, Channel 51 shall submit an inventory of all proposed Principal Network Equipment in all locations to DOJ for review and approval, and DOJ must review and approve/disapprove the proposed Principal Network Equipment within 30 days of receipt of such notice from Channel 51. This inventory of all proposed Principal Network Equipment shall include:

- (a) A complete and current list of all proposed Principal Network Equipment, including:
 - (1) a description of each item and the functions supported;
 - (2) each item's manufacturer; and
 - (3) the model and/or version number of any hardware or software; and
- (b) Any vendors, contractors, or subcontractors involved in providing, installing, operating, managing, or maintaining the Principal Network Equipment.

6. DOJ will have 30 days to object or reject any item mentioned in Section 5(a) and (b) above, which shall be referred to as "Objectionable Equipment." Channel 51 agrees that it will remove Objectionable Equipment or discontinue the contractual relationship or activity with the entity supplying or maintaining the Objectionable Equipment on a date agreed to by DOJ

and Channel 51.

7. Channel 51 agrees to provide at least 30 days' advance notice prior to making any modifications to the list of approved vendors, contractors, or subcontractors involved in providing, installing, operating, managing, or maintaining the Principal Network Equipment. Channel 51 shall provide at least 30 days' advance notice prior to changing the service offerings or support from a previously-listed vendor, contractor, or subcontractor. DOJ shall have 30 days to object, unless otherwise delayed by awaiting responses to inquiries for further information from Channel 51 in which event DOJ shall be afforded additional time to approve or disapprove any request sent to DOJ under this paragraph. Should DOJ object, the notified Principal Network Equipment provider shall not be utilized for the notified purpose.

8. At least 30 days prior to signing any agreement with third party suppliers, Channel 51 agrees that it will provide notice to DOJ to review and state any objection to all outsourced service providers located in whole or in part outside the United States, including but not limited to services provided in relation to:

- (a) NOC(s);
- (b) Network maintenance services;
- (c) Customer support services;
- (d) Any operation/service that could potentially expose U.S. Domestic Communications Infrastructure, U.S. customer data and records, call detail records ("CDRs"), or CPNI by any means;
- (e) Renewal of any Principal Network Equipment and Network Management capabilities beyond the current lifecycle of those elements; and,
- (f) Deployment of any Network Elements, Principal Network Equipment, or Network Management capabilities, including but not limited to software or applications used to manage or monitor network operations, that are owned, managed, created, altered, supplied or controlled by a foreign entity, including a foreign government.

9. No later than 45 days prior to offering any services, Channel 51 shall become compliant with all applicable lawful interception statutes, regulations, and requirements, including the Communications Assistance for Law Enforcement Act (CALEA), 47 U.S.C. §§ 1001-1010, and its implementing regulations, and will comply with all court orders and other legal process for lawfully authorized Electronic Surveillance and other Lawful U.S. Process.

10. Channel 51 agrees that if and when it begins offering any services it will notify the Federal Bureau of Investigation ("FBI") and the United States Secret Service within seven (7) business days of when it discovers that a person or entity without authorization, or in exceeding their authorization, has intentionally gained access to, used, or disclosed any of its customers' CPNI, whether through Channel 51's Principal Network Equipment or that of a third-party used by Channel 51, and shall report the matter to the central reporting facility through the following portal:

<https://www.cpnireporting.gov/cpni/content/disclaimer.seam>

11. Channel 51 agrees that it will obtain all appropriate authorities and licenses required for domestic telecommunications services and under Section 214 of the Communications Act of 1934, as amended.

12. Channel 51 agrees that it will not, directly or indirectly, disclose or permit disclosure of, or access to U.S. Records or Domestic Communications or any information (including call content and call data) pertaining to a wiretap order, pen register/trap and trace order, subpoena, or any other Lawful U.S. Process by a U.S. law enforcement agency to any person, if the purpose of such disclosure or access is to respond to a legal or informal request made on behalf of a Non-U.S. Government entity, without first satisfying all pertinent requirements of U.S. law and obtaining the express written consent of DOJ or obtaining a ruling authorizing the disclosure from a court of competent jurisdiction in the United States. Any legal or informal requests submitted by a Non-U.S. Government entity to Channel 51 shall be referred to DOJ for prior approval as soon as possible, but no later than five business days after such request is received by or made known to Channel 51, unless disclosure of the request or legal process would be in violation of a court of competent jurisdiction of the United States.

13. Channel 51 also agrees to ensure that U.S. Records are not made subject to mandatory destruction under any foreign laws. Channel 51 agrees to store or make available all U.S. Records in the United States. Channel 51 currently stores all records with Microsoft Azure. Channel 51 will provide DOJ at least 30 days' advance notice of any change in location of the U.S. Records' storage facility through the contact information in paragraphs 15 and 16 of this LOA. If DOJ has national security or law enforcement concerns about any proposed U.S. Records storage location, Channel 51 agrees to confer in good faith with DOJ to resolve any of these concerns in advance of moving U.S. Records storage to the proposed location.

14. Channel 51 agrees to provide an annual report to DOJ regarding the company's compliance with this LOA, including:

- (a) A statement confirming that there were no changes if no changes were reported to DOJ during the preceding year, or a detailed statement describing all changes from the previous year required to be reported to DOJ;
- (b) A statement regarding Channel 51's CALEA compliance, and confirming its completion of any forms, filings or security plans required by the FCC regarding its Law Enforcement Point of Contact (LEPOC), and a statement about whether the information provided to the FCC is current as of the date of the annual report;
- (c) A statement confirming that Channel 51's handling of U.S. Records, Domestic Communications, and Lawful U.S. Process was in accordance with the assurances contained herein, and a list of all individuals with access to U.S. CDRs;

- (d) A statement explaining any changes in the services that Channel 51 provides, or confirmation that no additional services are being offered;
- (e) A statement explaining any new relationships with foreign-owned telecommunications partners, including any peering relationships, contracts, or joint ventures;
- (f) An updated list of Channel 51's Principal Network Equipment vendors and suppliers;
- (g) An updated Systems Security & Integrity Plan;
- (h) A statement regarding the installation and/or purchase or lease of any foreign-manufactured telecommunication equipment (including, but not limited to, switches, routers, software, hardware); however, the statement need not include commercial off-the-shelf software;
- (j) A statement confirming the name of, role and contact information of the LEPOC;
- (k) An overview of other matters addressed in this LOA;
- (l) A detailed organization chart that includes the names and roles of all executive-level personnel; and,
- (m) A signed, dated statement by a senior-level employee or Managing Member affirming that any Books and Records provided to DOJ during the year prior to the annual report were true and accurate.

15. The annual report will be due one year after the date of this LOA each calendar year, beginning on June 22, 2019. The annual report, Principal Network Equipment list, the Books and Records, and all information required to be reported by Channel 51 to DOJ by this LOA shall be addressed to:

Assistant Attorney General for National Security
U.S. Department of Justice
National Security Division
950 Pennsylvania Avenue, N.W.
Washington, DC 20530

Attention: FIRS/Team Telecom

16. Courtesy electronic copies of all notices and communications required herein shall also be sent to the following or individuals: Attorney-Advisor Joanne Ongman, at joanne.ongman@usdoj.gov; and to the DOJ mailbox FIRS-TT@usdoj.gov.

17. If, after this LOA takes effect, DOJ or Channel 51 believes that changed circumstances warrant a modification or termination of this LOA (including if DOJ determines that the terms of this LOA are inadequate or no longer necessary to address national security concerns), Channel 51 shall negotiate in good faith with DOJ to modify or terminate this LOA. Rejection of a proposed modification alone shall not constitute evidence of a failure to negotiate in good faith.

18. This LOA shall inure to the benefit of, and shall be binding upon, Channel 51. Channel 51 agrees that, in the event that the commitments set forth in this Agreement are breached, in addition to any other remedy available at law or equity, DOJ may request the FCC to modify, condition, revoke, cancel, terminate or render null and void any relevant license, permit, or other authorization granted by the FCC to Channel 51.

19. Nothing in this Agreement is intended to excuse Channel 51 from its obligations to comply with any and all applicable legal requirements and obligations, including any and all applicable statutes, regulations, requirements, or orders.

20. Channel 51 understands that, upon execution of this LOA by an authorized representative or attorney, or shortly thereafter, DOJ shall notify the FCC that it has no objection to the FCC's consent to Channel 51 License Co LLC's Petition.

Sincerely,



Paul Chisholm
Managing Member, Channel 51, LLC
Authorized signatory for Channel 51, LLC, and
Channel 51 License Co. LLC