

ONVOY SPECTRUM, LLC
10300 6th Avenue N.
Plymouth, MN 55441

November 21, 2017

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

Subject: FCC File No. ISP-PDR-20170316-00001
Onvoy Spectrum LLC Petition for Declaratory Ruling Under Section 310(b)(4) of
the Communications Act of 1934, as Amended (the “Petition”).

Sir/Madam:

This Letter of Agreement (“LOA” or “Agreement”) sets forth the commitments being made by Onvoy Spectrum LLC (“Onvoy”) to the U.S. Department of Justice (“DOJ”) to address national security, law enforcement, and public safety concerns arising from Onvoy’s Petition to the Federal Communications Commission (“FCC” or “Commission”) to permit indirect foreign ownership of Onvoy to exceed the 25-percent aggregate benchmark identified in Section 310(b)(4) and the related application to modify its existing nationwide, non-common carrier license in the 3650-3700 MHz band, call sign WQVK773, to include common carrier status under ULS File No. 0007702598 (the “Application”).

Onvoy agrees that its responses to the Questions for FCC Applicants Reviewed by Team Telecom and follow up requests by DOJ submitted by Onvoy to DOJ, and the statements and information contained in its FCC Petition and Application under the above-referenced file numbers, and any attachments or supplements thereto, were true and correct at the time made and during the pendency of the application, and Onvoy adopts the facts contained therein.

1. For purposes of this LOA, the following definitions apply:
 - 1.1 “Onvoy” means Onvoy Spectrum LLC or its successors in interest.
 - 1.2 “Access” or “Accessible” means the ability to physically or logically undertake any of the following actions: (a) to read, divert, or otherwise obtain non-public information or technology from or about software, hardware, a database or other system, or a network; (b) to read, edit, or otherwise obtain non-public information regarding Onvoy’s personnel, contractors, service partners, subscribers, or users; (c) to add, edit, delete, or alter information or technology stored on by software, hardware, a system or network; and (d) to alter the physical or logical state of software, hardware, a system or a network.

1.3 “Classified Information” shall have the meaning indicated by Executive Order 13526 and the Atomic Energy Act of 1954, or any subsequent Executive Order or statute regarding the protection against unauthorized disclosure of classified information.

1.4 “Date of this LOA” shall mean the date on which the Letter of Agreement is executed by Onvoy.

1.5 “Domestic Communications,” as used herein, means: (1) 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” means any systems, equipment, hardware, software or applications that capture or control, or transmit the flow of domestic communications on behalf of Onvoy, including information technology supporting such networks.

1.7 “Electronic Communication” has the meaning given 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 “Geolocation Data” means any information collected by Onvoy from its customers regarding a customer’s or the customer’s device’s location.

1.11 “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.

1.12 “Internet Protocol Detail Record” (“IPDR”) means a streaming data protocol used by operations support systems and business support systems to collect and record a user’s data traffic statistics on a network.

1.13 “Internet Search Information” includes any data collected by Onvoy about its customer’s internet browsing or purchasing activities through any mechanism permitted by the services offered by Onvoy.

1.14 “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, subscriber information, or associated records.

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

1.16 “Network Operations Center” or “NOC” means any locations and facilities performing network management, monitoring, accumulation of accounting and usage data, maintenance, user support, or other operational functions for Domestic Communications.

1.17 “Non-U.S. Government Entity” 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.

1.18 “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 Onvoy, its affiliates, or third parties.

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

1.20 “Principal Equipment” means any equipment, hardware, software, or applications capable of controlling domestic communications, as well as device controllers, signal routing and transfer routers, devices that perform network or element management, fiber optic line termination and multiplexing, core and edge

routing, network protection, radio network control, 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 as may be necessary due to changes in technology, business model, management, structure of services offered, or governance of the domestic communications.

1.21 “U.S. Records” means Onvoy customer billing records, subscriber information, text, Internet Search Information or purchasing information, Geolocation Data, Customer Proprietary Network Information, and any other related information used, processed, or maintained in the ordinary course of business relating to the services offered by Onvoy 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.

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

2. Onvoy agrees that it will comply with all applicable lawful interception statutes, regulations, and requirements, including the Communications Assistance for Law Enforcement Act (“CALEA”), 47 U.S.C. § 1001 *et seq.*, and its implementing regulations, and all court orders and other legal process for lawfully authorized electronic surveillance and other Lawful U.S. Process.

3. Onvoy agrees to notify DOJ, using the means of communication set forth in paragraphs 13 and 14 of the LOA, at least 30 days in advance of any change to its current services portfolio. Onvoy also agrees to provide DOJ with notice of any change to its business, including but not limited to changes in its corporate structure, ownership, business model, corporate name changes, corporate location changes, business operations locations changes, and products or services offered, within 30 days of such change.

4. Onvoy agrees to draft a Network and Systems Security Plan (“NSSP”), which it will forward to DOJ within 60 days of this LOA, to be reviewed and approved by DOJ. Onvoy’s proposed NSSP 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, including Internet Search Information and Geolocation Data, and protection of U.S. customer information obtained by Onvoy through the provision of services.

5. Onvoy 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/trap and trace order, subpoena, or any other lawful process by a U.S. law enforcement agency to any person (including Lawful U.S. Process), 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 Onvoy shall be referred to DOJ for prior approval as soon as possible, but no later than five business days after such the request is received by or made known to Onvoy, unless disclosure of the request or legal process would be in violation of U.S. law or an order of a court of competent jurisdiction of the United States.

6. Onvoy also agrees to ensure that U.S. Records are not made subject to mandatory destruction under any foreign laws. Onvoy agrees to store all U.S. Records in one or more locations in the United States. Onvoy 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 13 and 14 of this LOA.

7. Onvoy agrees to nominate a law enforcement point of contact ("LEPOC") in the United States who will be subject to prior approval by DOJ. The LEPOC shall be a U.S. citizen residing in the United States, unless DOJ agrees in writing otherwise, and:

- a. The LEPOC must be approved by DOJ to receive lawful U.S. process for U.S. Records and to assist and support lawful requests for surveillance or production of U.S. Records by U.S. federal, state, and local law enforcement agencies;
- b. The LEPOC should be an individual who can receive a security clearance to receive classified information as defined in Executive Order 13526 or any Executive Order or law that supersedes it;
- c. Onvoy agrees that the designated LEPOC will have access to all U.S. Records, and, in response to lawful U.S. process, will make such records available promptly and, in any event, no later than permitted by the process order or five business days after receiving such lawful U.S. process, whichever is longer;
- d. The LEPOC and his/her contact information shall be provided by Onvoy to DOJ within five business days of the date of this LOA, and will not be deemed acceptable as the LEPOC for purposes of this LOA until the DOJ agrees the individual is acceptable and DOJ notifies Onvoy of this fact;
- e. If the nominated LEPOC is acceptable to DOJ, Onvoy agrees to maintain that individual as the LEPOC as long as the nominated LEPOC remains employed by Onvoy unless Onvoy has given DOJ no less than 30 days prior to any change to its LEPOC; and,
- f. Onvoy's nominated replacement shall be subject to DOJ review and approval through the process described in this paragraph.

8. Onvoy agrees that it will timely file all reports and pay all fees and fines required by local, state and federal laws in connection with its provision of telecommunications services and any authorizations or licenses for the same. Onvoy agrees to timely pay all monies owed to the FCC.

9. Onvoy will provide 15 days' advance notice to DOJ of any personnel of Onvoy or its affiliates that is not a U.S. citizen and who may have access to Onvoy's call detail records ("CDRs"), or physical or logical access to Onvoy's network, and will supply information about that individual, including, but not limited to: full name, date of birth, place of birth, residence address, mobile telephone numbers used, passport number, country of passport issuance, and work location(s) of that individual. Access to CDRs by any non-U.S. citizen will be subject to approval by DOJ.

10. Onvoy agrees to provide a Principal Equipment list to DOJ within 30 days of this agreement.

11. Onvoy further agrees that it will provide advance notice to DOJ of 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. Network operation center(s) ("NOC");
- b. Network maintenance services;
- c. Customer support services;
- d. Any operation/service that could potentially expose U.S. Domestic Communications Infrastructure, U.S. Records, Internet Search Information, CDRs, or Customer Proprietary Network Information ("CPNI") by any means; and,
- e. Deployment of any Network Elements, Principal Equipment, and 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.

12. Onvoy 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 Onvoy's CALEA compliance, and confirming its completion of any forms, filings or security plans required by the FCC regarding its 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 the Onvoy'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. call detail records;
 - d. A statement explaining any changes in the services that Onvoy provides, or confirmation that no additional services are being offered;
 - e. A statement explaining any relationships with foreign-owned telecommunications partners, including any peering relationships, contracts, or joint ventures;
 - f. An updated list of Onvoy's Principal Equipment vendors and suppliers;
 - g. Updated Network and Systems Security Plans and Procedures;
 - h. A statement providing details of any occurrences of cyber-security incidences, network and enterprise breaches, and unauthorized access to customer data and information, and Onvoy's response;
 - i. A statement confirming the name of, role and contact information of the LEPOC;
 - j. A statement regarding any other matter referenced in this LOA; and
 - k. A detailed organization chart that includes the names and roles of all executive-level personnel.
13. The annual report will be due every 31st day of October of each calendar year, beginning on October 31, 2018. The annual report and all information required to be reported by Onvoy 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 Staff

14. Courtesy electronic copies of all notices and communications required herein shall also be sent to the following or individuals identified by DOJ: Bermel Paz, at Bermel.Paz@usdoj.gov; Principal Deputy Chief, National Security Division, Foreign Investment Review Staff, Richard Sofield, at Richard.Sofield2@usdoj.gov; Attorney-Advisor Elisabeth Poteat, at Elisabeth.Poteat@usdoj.gov; and to the DOJ mailbox FIRSTT@usdoj.gov.

15. Onvoy agrees that it will take all reasonable measures to accommodate DOJ requests for site visits and all requests to conduct on-site interviews of Onvoy employees.

16. This LOA shall inure to the benefit of, and shall be binding upon, Onvoy, its subsidiaries, and their respective successors and assigns, if any. Onvoy agrees that, in the event that the commitments set forth in this LOA are breached, in addition to any other remedy

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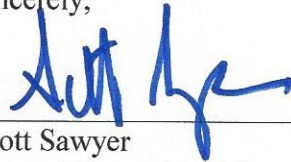
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available at law or equity, DOJ may request the FCC to modify, condition, revoke, cancel, terminate or render null and void any relevant license, permit, or other authorization granted by the FCC to Onvoy or its successors-in-interest.

17. Nothing in this letter is intended to excuse Onvoy from its obligations to comply with any and all applicable legal requirements and obligations, including any and all applicable statutes, regulations, requirements, or orders.

18. Onvoy understands that within ten business days of delivery to DOJ of an executed copy of this LOA, DOJ shall notify the FCC that it has no objection to the FCC's consent to Onvoy's Petition.

Sincerely,



Scott Sawyer
General Counsel and Secretary
Onvoy Spectrum, LLC