

**Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, DC 20554**

In the Matter of	)	
	)	
Conterra Ultra Broadband, LLC et al.	)	File Nos. WC Docket No. 20-240
	)	ISP-PDR-20200728-00006
	)	
Application for Consent to Transfer Control	)	
of Authorization Pursuant to section 214 of	)	
the Communications Act, as Amended, and	)	
Petition for Declaratory Ruling Under	)	
section 310(b)(4) of the Act, as Amended	)	

**PETITION TO ADOPT CONDITIONS TO  
AUTHORIZATION AND LICENSE**

Pursuant to Executive Order 13913, the National Telecommunications and Information Administration (NTIA) submits this Petition to Adopt Conditions to Authorization and License (Petition) on behalf of the Committee for the Assessment of Foreign Participation in the United States Telecommunications Services Sector (Committee).<sup>1</sup> Through this Petition, and pursuant to section 1.41 of the Commission’s Rules, the Committee advises the Commission that it has no objection to the Commission approving the above-captioned application, provided that the Commission conditions its approval on the assurances of CUB Parent Inc., Conterra Ultra Broadband Holdings, Inc., Conterra Ultra Broadband, LLC, Network USA, LLC, Detel Wireless LLC, BroadPlex, LLC, and Tim Ron Enterprises, LLC d/b/a Network Communications (the Parties) to abide by the commitments and undertakings set forth in the March 23, 2021, Letter of Agreement (LOA), a copy of which is attached hereto.<sup>2</sup>

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<sup>1</sup> Exec. Order No. 13913, § 9(h), 85 Fed. Reg. 19643, 19647-48 (2020). The Executive Order directs the Committee to “assist the [Commission] in its public interest review of national security and law enforcement concerns that may be raised by foreign participation in the United States telecommunications services sector.” *Id.* § 3(a), 85 Fed. Reg. at 19643.  
<sup>2</sup> 47 C.F.R. § 1.41.

Pursuant to section 214 of the Communications Act of 1934, as amended, the Commission must determine whether a proposed transfer of control of any section 214 authorization will serve the public interest, convenience, and necessity.<sup>3</sup> Further, section 310(b)(4) of the Communications Act limits foreign investment in and ownership of a parent company of specified radio licensees, unless the Commission determines that a higher level of ownership would be consistent with the public interest.<sup>4</sup> As part of its public interest analysis under section 310(b)(4), the Commission considers issues related to national security, law enforcement, foreign policy, and trade policy.<sup>5</sup> In regards to these concerns, the Commission has long sought the expertise of the Executive Branch and accorded the appropriate deference to the expertise of the Executive Branch agencies.<sup>6</sup> After discussions with representatives of the Parties in connection with the above-captioned application, the Committee has concluded that the additional commitments set forth in the LOA will help ensure that those agencies with responsibility for enforcing the law, protecting the national security, and preserving public safety can proceed appropriately to satisfy those responsibilities.

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<sup>3</sup> 47 U.S.C. § 214(a); *Applications of Cable & Wireless Plc and Columbus New Cayman Limited for Transfer of Control of Cable Landing Licenses and Section 214 Authorizations*, Memorandum Opinion and Order, 30 FCC Rcd 12730, 12734, ¶ 8 (2015).

<sup>4</sup> 47 U.S.C. § 310(b)(4). *See also Market Entry and Regulation of Foreign-affiliated Entities*, Report and Order, 11 FCC Rcd 3873, 3941-42, ¶ 17938 (1995) (*1995 Foreign Market Entry Order*).

<sup>5</sup> *See Commission Policies and Procedures Under Section 310(b)(4) of the Communications Act, Foreign Investment in Broadcast Licensees*, Declaratory Ruling, 28 FCC Rcd 16244, 16251, ¶ 14 (2013) (*2013 Broadcast Clarification Order*); *1995 Foreign Market Entry Order*, 11 FCC Rcd at 3876, ¶ 3.

<sup>6</sup> *See 2013 Broadcast Clarification Order*, 28 FCC Rcd at 16251, ¶ 14; *1995 Foreign Market Entry Order*, 11 FCC Rcd at 3955-56, ¶ 219.

Accordingly, NTIA, on behalf of the Committee, advises the Commission that the Committee has no objection to the Commission granting the above-captioned application, provided that the Commission conditions its consent on compliance with the March 23, 2021, LOA attached to this filing.

Respectfully submitted,



Kathy Smith  
Chief Counsel

National Telecommunications and  
Information Administration  
1401 Constitution Avenue, NW  
Washington DC 20230  
(202) 482-1816

April 2, 2021



March 23, 2021

Chief, Foreign Investment Review Section (“FIRS”)  
Deputy Chief, Compliance and Enforcement, FIRS  
On Behalf of the Assistant Attorney General for National Security  
United States Department of Justice  
National Security Division  
175 N Street, NE  
Washington, DC 20530  
[Compliance.Telecom@usdoj.gov](mailto:Compliance.Telecom@usdoj.gov)

**Subject: Conterra Ultra Broadband, LLC et al., FCC File Nos. ISP-PDR-20200728-00006, WC Docket No. 20-240 (TT 20-054 to -055) – Petition for Declaratory Ruling Under Section 310(b)(4) of the Communications Act of 1934, as Amended; Application for Consent to Transfer Indirect Control of Domestic Section 214 Authority Under the Communications Act of 1934, as Amended<sup>1</sup>**

Dear Sir/Madam:

This Letter of Agreement (“LOA” or “Agreement”) sets forth the commitments that CUB Parent, Inc.; Conterra Ultra Broadband Holdings, Inc.; Conterra Ultra Broadband, LLC; Network USA, LLC; Detel Wireless LLC; BroadPlex, LLC; and Tim Ron Enterprises, LLC d/b/a Network Communications (collectively, “Conterra”) make to the U.S. Department of Justice (“USDOJ”), including the Federal Bureau of Investigation (“FBI”), to address national security and law enforcement risks arising from the above-referenced petition and application to the Federal Communications Commission (“FCC” or “Commission”). Specifically, the petition requests that the FCC issue a declaratory ruling under Section 310(b)(4) of the Communications Act of 1934, as amended, 47 U.S.C. § 310(b)(4), to permit indirect foreign investment in licensees, each of which holds common carrier point-to-point microwave licenses, above the 25 percent benchmark in the Act; and the application requests FCC consent to transfer indirect control of domestic Section 214 authorization holders to EagleCrest CUB GP Inc. and Draden Investors, LLC pursuant to Section 214 of the Communications Act of 1934, as amended, 47 U.S.C. § 214, and the implementing regulation at 47 C.F.R. § 63.04.

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<sup>1</sup> Conterra Ultra Broadband, LLC; Network USA, LLC; Detel Wireless, LLC; EagleCrest CUB GP Inc.; and Draden Investors, LLC filed a Petition for Declaratory Ruling Under Section 310(b)(4) of the Communications Act of 1934, as amended, FCC File No. ISP-PDR-20200728-00006 (July 28, 2020). Court Square Capital GP III, LLC; EagleCrest CUB GP Inc.; Draden Investors, LLC; Conterra Ultra Broadband, LLC; Network USA, LLC; Detel Wireless, LLC; BroadPlex, LLC; and Tim Ron Enterprises, LLC also applied for Consent to Transfer Indirect Control of Domestic Section 214 Authority Under the Communications Act of 1934, as amended, WC Docket No. 20-240 (July 28, 2020).

Conterra certifies as true and correct, under penalties outlined in 18 U.S.C. § 1001, all statements Conterra or its representatives have made to USDOJ, the U.S. Department of Defense, the U.S. Department of Homeland Security, and the FCC in the course of the review of the above-referenced petition and application that was conducted pursuant to Executive Order 13913, 85 Fed. Reg. 19643 (Apr. 8, 2020), and it hereby adopts those statements as the basis for this LOA.

## **Definitions**

1. For purposes of this LOA, the following definitions apply:
  - a. “Access” means: (1) to enter a location, or (2) to obtain, read, copy, edit, divert, release, affect, alter the state of, or otherwise view data or systems in any form, including through information technology (“IT”) systems, cloud computing platforms, networks, security systems, and equipment (software and hardware). For the avoidance of doubt, Access shall be construed broadly to include rather than exclude considered conduct.
  - b. “Call Detail Record” (“CDR”) means the data records or call log records that contain information about each call made by a user and processed by switch, call manager, or call server.
  - c. “Customer Proprietary Network Information” (“CPNI”) means as set forth in 47 U.S.C. § 222(h)(1).
  - d. “Date of FCC Approval” means the date on which the FCC publicly releases approval of the above-referenced FCC application and petition.
  - e. “Domestic Communications” (“DC”) means:
    - i. Wire Communications, or Electronic Communications (whether stored or not), from one location within the United States, including its territories, to another location within the United States; or
    - ii. The U.S. portion of a Wire Communication or Electronic Communication (whether stored or not) that originates or terminates in the United States or its territories.
  - f. “Domestic Communications Infrastructure” (“DCI”) means any Conterra system that supports any communications originating or terminating in the United States, including its territories, including any transmission, switching, bridging, and routing equipment, and any associated software (with the exception of commercial-off-the-shelf (“COTS”) software used for common business functions, *e.g.*, Microsoft Office) used by, or on behalf of, Conterra to provide, process, direct, control, supervise, or manage DC; but does not include the systems of entities for which Conterra has a contracted arrangement for interconnection, peering, roaming, long distance, or wholesale network access.

- g. “Electronic Surveillance” means:
  - i. The interception of wire, oral, or electronic communications as set forth in 18 U.S.C. § 2510(1), (2), (4) and (12), respectively, and electronic surveillance as set forth in 50 U.S.C. § 1801(f);
  - ii. Access to stored wire or electronic communications, as referred to in 18 U.S.C. § 2701 et seq.;
  - iii. 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 set forth in 18 U.S.C. § 3121 et seq. and 50 U.S.C. § 1841 et seq.;
  - iv. Acquisition of location-related information concerning a subscriber or facility;
  - v. Preservation of any of the above information pursuant to 18 U.S.C. § 2703(f); and
  - vi. Access to or acquisition, interception, or preservation of wire, oral, or electronic communications or information as described in (i) through (v) above and comparable state laws.
- h. “Foreign” means non-United States, or its territories.
  - i. “Geolocation Data” means any information Conterra collects from its customers regarding a customer’s location or the customer’s device location.
  - j. “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.
  - k. “Internet Protocol Detail Record” (“IPDR”) means information about internet protocol based usage and other activities that can be used by operation support systems and business systems by recording data statistics that provide network insight on capacity, subscriber usage, and proactive network maintenance.
  - l. “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 DC, call-associated data, transactional data, Subscriber Information, or associated records.

m. “Managed Network Service Provider” (“MNSP”) means any third party that has Access to Principal Equipment for the purpose of:

- i. network operation; provisioning of Internet and telecommunications services; routine, corrective, and preventative maintenance, including switching, routing, and testing; network and service monitoring; network performance, optimization, and reporting; network audits, provisioning, creation and implementation of modifications or upgrades; or
- ii. provision of DC or operation of DCI, including: customer support; Operations Support Systems (“OSS”); Business Support Systems (“BSS”); Network Operations Centers (“NOCs”); information technology; cloud operations/services; 5G (SDN, NFV, Applications); and datacenter services and operations.

n. “Network Operations Center” (“NOC”) means any locations and facilities performing network management, monitoring, accumulating accounting and usage data, maintenance, user support, or other operational functions for DC.

o. “Offshore” means performing obligations of this LOA using entities and personnel outside of the territorial limits of the United States, whether or not those entities or personnel are employees of Conterra.

p. “Outsource” means, with respect to DC, supporting the services and operational needs of Conterra at issue in this LOA using contractors or third parties.

q. “Personally Identifiable Information” (“PII”) means any information that uniquely identifies and correlates to a natural person or can be used to distinguish or trace a natural person’s identity, alone, including his or her name, social security number, or biometric records, or when combined with other personal or identifying information that is linked or linkable to a specific individual, including date and place of birth, or parent’s surname, including any “personal identifier information.”

r. “Principal Equipment” means all telecommunications and information network equipment (*e.g.*, hardware, software, platforms, operating systems, applications, protocols) that support core telecommunications or information services, functions, or operations.

s. “Security Incident” means:

- i. Any known or suspected breach of this LOA, including a violation of any approved policy, plan, or procedure under this LOA;
- ii. Any unauthorized Access to, or disclosure of, PII or Sensitive Personal Data;
- iii. Any unauthorized Access to, or disclosure of, U.S. Records;

- iv. Any unauthorized Access to, or disclosure of, information obtained from or relating to Government entities; or
- v. Any one or more of the following which affect Conterra's computer network(s) or associated information systems:
  - A. Unplanned disruptions to a service or denial of a service;
  - B. Unauthorized processing or storage of data;
  - C. Unauthorized modifications to system hardware, firmware, or software; or
  - D. Attempts from unauthorized sources to Access systems or data if these attempts to Access systems or data may materially affect Conterra's ability to comply with the terms of this LOA.
- t. "Sensitive Personal Data" means sensitive personal data as set forth in 31 C.F.R. § 800.241.
- u. "Subscriber Information" means any information of the type referred to and accessible subject to the procedures set forth in 18 U.S.C. § 2703(c)(2) or 18 U.S.C. § 2709, as amended or superseded.
- v. "U.S. Records" means Conterra's customer billing records, Subscriber Information, PII, Sensitive Personal Data, CDRs, IPDRs, CPNI, Geolocation Data, any other information used, processed, or maintained in the ordinary course of business related to the services offered by Conterra within the United States, including information subject to disclosure to a U.S. federal or state governmental entity under the procedures set forth in 18 U.S.C. § 2703(c), (d) and 18 U.S.C. § 2709.

## **Personnel**

2. Conterra agrees to designate and maintain a U.S. law enforcement point of contact ("LEPOC") in the United States who will be subject to prior approval by USDOJ, including the FBI. The LEPOC shall be a U.S. citizen residing in the United States or its territories unless USDOJ otherwise agrees in writing. The LEPOC must be approved by USDOJ to receive service of Lawful U.S. Process for U.S. Records and, where possible, to assist and support lawful requests for surveillance or production of U.S. Records by U.S. federal, state, and local law enforcement agencies.

3. Conterra agrees to provide the LEPOC's PII to USDOJ within 15 days of the Date of FCC Approval. USDOJ agrees to object or waive objection to the LEPOC within 15 days from receiving the LEPOC's PII.

4. Conterra agrees to notify USDOJ, including the FBI, in writing at least 30 days prior to modifying its LEPOC for USDOJ and FBI objection or non-objection. For those cases involving the unexpected firing, resignation, or death of the LEPOC, written notice will be



provided within five days of such event. In any of these circumstances, USDOJ and FBI will object or not object to the replacement LEPOC within 30 days of notification.

5. Conterra 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, will respond to the request no later than five days after receiving such Lawful U.S. Process unless USDOJ grants an extension.

6. Conterra agrees to designate and maintain a Security Officer who is a United States citizen residing in the United States. The Security Officer will be eligible, at the sole discretion of USDOJ, to hold and maintain a U.S. Government security clearance at the "Secret" level or higher immediately upon appointment. The Security Officer will have the appropriate authority and skills to implement the terms of this LOA and to address security concerns identified by USDOJ. The Security Officer will have the appropriate senior-level corporate authority within Conterra to perform his/her duties under this LOA. The Security Officer will possess the necessary resources and skills to enforce this LOA and to act as a liaison to USDOJ regarding compliance with this LOA and to address any national security or law enforcement issues arising during Conterra's due course of business. Conterra will provide the Security Officer with Access to Conterra's business information that is necessary for the Security Officer to perform his/her duties.

7. The Security Officer will be available 24 hours per day, seven days per week, to respond to and address any national security or law enforcement concerns that USDOJ may raise with respect to Conterra or its operations. Upon request by USDOJ, the Security Officer will make himself/herself available in person within the United States or its territories within 72 hours, at a date and location, including in a classified setting, as deemed necessary by USDOJ.

8. Conterra agrees to nominate a proposed candidate for Security Officer to USDOJ within 15 days from the Date of FCC Approval, and thereafter will provide at least 10 days' notice of a Security Officer's departure, and 30 days' prior notice of a new Security Officer designation (except in the case of the unexpected firing, resignation, or death of the Security Officer, in which case such written notice of such departure or designation must be provided within five days of such event) of such proposed change. Conterra further agrees to not maintain a vacancy or suspension of the Security Officer position for a period of more than 60 days. In the event that Conterra designates an Alternate Security Officer, Conterra will nominate a proposed candidate for Alternate Security Officer at least 30 days prior to the date on which Conterra proposes to designate an Alternate Security Officer. All Security Officer nominations, and any Alternate Security Officer nominations, will be subject to USDOJ's review and non-objection and may be subject to a background check at the sole discretion of USDOJ. USDOJ will object or not object to the proposed Security Officer or Alternate Security Officer, if applicable, within 30 days of notification. Conterra agrees to address concerns raised by USDOJ regarding the selection and identity of the Security Officer and any Alternate Security Officer.

9. Conterra agrees to implement, either directly or through a vendor, a process to screen newly hired Conterra personnel, or any personnel of an approved Outsourced or Offshored service provider performing under an agreement with Conterra that have Access to Conterra's network or U.S. Records. The personnel screening process shall include background

investigations, public criminal records checks, or other analogous means to ascertain a person's trustworthiness. Conterra further agrees to provide USDOJ with a written description of this personnel-screening process within one year after the Date of FCC Approval, or with its Annual Report, for USDOJ objection or non-objection. USDOJ agrees to object or non-object within 45 days of receiving notice.

**Lawful U.S. Process and Requests for Information**

10. Conterra agrees to comply with all applicable lawful interception statutes, regulations, and requirements, as well as comply with all court orders and Lawful U.S. Process for lawfully authorized Electronic Surveillance. Conterra further agrees to certify to USDOJ its compliance with the Communications Assistance for Law Enforcement Act ("CALEA"), 47 U.S.C. §§ 1001-1010, and its implementing regulations, within 30 days from the Date of FCC Approval.

11. Conterra agrees to provide notice to USDOJ of any material modification to its lawful intercept capabilities within 30 days of such modification, and will re-certify its compliance with CALEA no more than 60 days following its notice to USDOJ of any material new facilities, services, or capabilities.

12. Conterra agrees to comply with all court orders and Lawful U.S. process, including process relating to Electronic Surveillance.

13. Upon receipt of any Lawful U.S. Process, Conterra agrees to place any and all information responsive to the Lawful U.S. Process within the territorial boundaries of the United States and otherwise provide information to the requesting officials, in a manner and time consistent with the Lawful U.S. Process.

14. Conterra agrees not to provide, or otherwise allow the disclosure of, or Access to, U.S. Records, DCI, DC, or any call content or call data information, to any Foreign Government or any Foreign person, without prior written consent of USDOJ, or a court of competent jurisdiction in the United States.

15. Conterra agrees not to disclose the receipt of Lawful U.S. Process, or compliance with Lawful U.S. Process, to any Foreign Government, or any person not authorized under the Lawful U.S. Process, without prior written consent of USDOJ, or a court of competent jurisdiction in the United States.

16. Conterra agrees to refer any requests for disclosure of, or Access to, U.S. Records, DCI, DC, any call content or call data information, or any information related to the receipt of or compliance with Lawful U.S. Process, from a Foreign person or a Foreign Government, including any legal process from a Foreign Government, to USDOJ as soon as possible, but in no event later than five days after such a request, or legal process, is received by, or made known to, Conterra, unless disclosure of the request, or legal process, would be in violation of U.S. law, or in violation of an order of a court of competent jurisdiction in the United States.

17. Conterra agrees not to comply with such requests from Foreign Governments and Foreign persons without prior written consent of USDOJ, or an order of a court of competent jurisdiction in the United States.

18. Conterra agrees to ensure that U.S. Records are not subject to mandatory destruction under any Foreign laws.

**Unauthorized Access and Security Incidents**

19. Conterra agrees to take all practicable measures to prevent unauthorized Access to U.S. Records, DC, and the DCI.

20. Conterra agrees to take all practicable measures to prevent any unlawful use or disclosure of information relating to U.S. Records or DC.

21. Conterra agrees to draft: (1) a Cybersecurity Plan; and (2) a Network System Security Plan (“NSSP”), which Conterra will provide to USDOJ within 90 days of the Date of FCC Approval for objection or non-objection. Conterra agrees that its cybersecurity plan will conform with the National Institute of Standards and Technology (“NIST”) Cybersecurity Framework. Conterra further agrees to make modifications to these plans, if requested by USDOJ, and to work with USDOJ to implement such modifications. USDOJ agrees to object or non-object within 60 days of receiving notice.

22. Conterra agrees that its NSSPs will include, among other things, policies relating to its information security, supply chain security, remote access, physical security, cybersecurity, third-party contractors, Outsourcing and Offshoring, maintenance and retention of system logs, protection of Lawful U.S. Process, protection of U.S. Records obtained by Conterra in the ordinary course of business, and Conterra’s plans regarding new contracts or amendments to existing contracts with third-party providers requiring those third parties to notify Conterra in the event of a breach or loss of U.S. Records within a specified time period after discovery, not to exceed 48 hours from the time of discovery.

23. Conterra agrees to provide to USDOJ updated network diagrams to include all facilities, devices, Points of Presence (“PoPs”), and NOCs, upon USDOJ request.

24. Conterra agrees to notify USDOJ at least 30 days prior to changing the location for storage of U.S. Records for USDOJ objection or non-objection. Such notice shall include:

- a. A description of the type of information to be stored in the new location;
- b. The custodian of the information (even if such custodian is Conterra);
- c. The location where the information is to be stored;
- d. The factors considered in deciding to store that information in the new location;
- e. A description of the physical/logical protections at the new location.

## **Reporting Incidents and Breaches**

25. Conterra agrees to report to USDOJ promptly, and in any event no later than 72 hours after, if it learns of information that reasonably indicates a known or suspected:

- a. Security Incident;
- b. Unauthorized Access to, or disclosure of, any information relating to services provided by Conterra, or referring or relating in any way to Conterra's customers in the United States or its territories;
- c. Unauthorized Access to, or disclosure of, DC in violation of federal, state, or local law; or
- d. Material breach of the commitments made in this LOA.

26. Conterra agrees to require any third-party service provider to disclose to Conterra any data breach of any U.S. Records, or any loss of U.S. Records, whether from a data breach, or other cause, within 48 hours of the third party discovering the breach or loss.

27. Conterra agrees to notify USDOJ, including the points of contact ("POCs") listed in this LOA, in writing of any of the Security Incidents or breaches described in this LOA. Such notification shall take place no later than 72 hours after Conterra has knowledge of, or is informed by a third party providing Outsourced or Offshored services to Conterra of, the incident, intrusion, or breach has taken or is taking place, or sooner when required by statute or regulations.

28. Conterra agrees to notify the FBI and U.S. Secret Service as provided in 47 C.F.R. § 64.2011 within seven business days after reasonable determination that a person without authorization, or in exceeding their authorization, has gained Access to, used, or disclosed CPNI, or that of a third party used by Conterra, and shall electronically report the matter to the central reporting facility through the following portal:  
<https://www.cpnireporting.gov>.

## **Principal Equipment**

29. Conterra agrees to provide USDOJ within 60 days from the Date of FCC Approval, a Principal Equipment list for USDOJ objection or non-objection. The Principal Equipment list shall include the following:

- a. A complete and current list of all Principal Equipment, including:
  - i. a description of each item and the functions supported;
  - ii. each item's manufacturer; and
  - iii. the model and/or version number of any hardware or software.

- b. The name, address, phone number, and website for any vendors, contractors, or subcontractors involved in providing, installing, operating, managing, or maintaining the Principal Equipment.

USDOJ will object or non-object to the Principal Equipment List within 60 days of receipt.

30. Conterra agrees to notify USDOJ in writing at least 30 days prior to introducing any new Principal Equipment of a different make and model than the Principal Equipment identified and approved pursuant to Paragraph 29 or subsequently approved by USDOJ pursuant to this paragraph, or modifying any of its Principal Equipment for USDOJ objection or non-objection. USDOJ will object or non-object to such new Principal Equipment or modification to the Principal Equipment within 30 days of receipt of notice.

31. Conterra agrees to provide USDOJ with the name, address, phone number, and website of any providers, suppliers, and entities that will perform any maintenance, repair, or replacement that may result in any introduction of new Principal Equipment or modification to its Principal Equipment or systems or software used with or supporting the Principal Equipment. USDOJ will object or non-object to the nominated providers, suppliers, and entities Conterra selected within 30 days of receipt of notice.

### **Outsourced and Offshored Services**

32. Conterra agrees to provide USDOJ within 60 days from the Date of FCC Approval, a list of all Outsourced or Offshored service providers that provide services described in (a)-(f) below to Conterra for USDOJ objection or non-objection.

- a. MNSP services;
- b. NOC(s);
- c. Network maintenance services;
- d. Billing or customer support services;
- e. Any operation or service that could potentially expose the DCI, DC, or U.S. Records to include CPNI such as CDRs and IPDRs; and
- f. Deploying any network elements, hardware, software, core network equipment, and network management capabilities that are owned, managed, manufactured, or controlled by a Foreign Government or non-public entities.

Conterra further agrees to provide the name, address, phone number, website, and description of services provided for each Outsourced or Offshored provider included on the list submitted to USDOJ pursuant to this paragraph. USDOJ will object or non-object to the Outsourced and Offshored service provider list within 45 days of receipt.

33. Conterra agrees to notify USDOJ in writing no less than 30 days prior to the use of any new Outsourced or Offshored service providers that will provide any of the services described in Paragraph 32. Conterra agrees that such notification shall include all of the identifying information contained in Paragraph 32 for the new Outsourced and Offshored service provider. USDOJ will object or non-object to any new Outsourced or Offshored service providers within 30 days of receiving notice.

### **Change in Ownership and Service Portfolio**

34. Conterra agrees to provide USDOJ notice of any changes to its business, including but not limited to corporate structure changes, ownership changes, corporate name changes, business model changes, corporate headquarter location changes, or business operation location changes no less than 30 days in advance of such change, but notices of pro forma transactions may be provided concurrently with notice to the FCC. Conterra also agrees to provide USDOJ notice within 30 days of initiating any bankruptcy proceeding or any other legal proceeding undertaken for the purpose of liquidating, reorganizing, refinancing, or otherwise seeking relief from all or some of Conterra's debts.

35. Conterra agrees to provide USDOJ notice of any material change to its current portfolio of service offerings, including offering other services beyond its current service portfolio, no less than 30 days in advance of such change for USDOJ objection or non-objection.

### **Annual Report**

36. Conterra agrees to provide an annual report to USDOJ regarding the company's compliance with this LOA, to include:

- a. Certification that there were no changes during the preceding year (where no changes were reported to USDOJ during the year);
- b. Notice(s) regarding the company's handling of U.S. Records, DC, and Lawful U.S. Process (*i.e.*, whether handled properly and in accordance with the assurances contained herein) including a list of any Foreign persons with Access to U.S. Records not previously reported to USDOJ;
- c. Report(s) of any occurrences of Security Incidents including but not limited to cybersecurity incidences, network and enterprise breaches, and unauthorized access to U.S. Records;
- d. A re-identification of the location that Conterra stores U.S. Records;
- e. Recertification of the telecommunications, information, and data services that Conterra provides in the United States or confirmation that no additional telecommunications, information, and data services are being offered in the United States;
- f. Recertification that the location of all non-U.S. NOCs, if applicable, have been approved by USDOJ;

- g. A re-identification of the name of and contact information for the LEPOC, Security Officer, and any Alternate Security Officer;
- h. Whether any of the following were submitted to USDOJ in the previous year: cybersecurity plans/Network System Security Plans; Principal Equipment List; network diagrams;
- i. Certification of compliance with CALEA and any other applicable U.S. lawful interception statutes, regulations, and requirements; and
- j. Notification of any reasonably foreseeable matter that would give rise to an obligation under this LOA.

The annual report will be due one year after the Date of FCC Approval and every year thereafter. Conterra agrees to send electronic copies of the annual report and all notices and communications required under this LOA to the following individuals or any other individuals that USDOJ identifies to Conterra in the future: Megan Fluckiger, USDOJ (at [megan.k.fluckiger@usdoj.gov](mailto:megan.k.fluckiger@usdoj.gov)) and Loyaan Egal and Eric Johnson, USDOJ (at [Compliance.Telecom@usdoj.gov](mailto:Compliance.Telecom@usdoj.gov)). Upon USDOJ request, Conterra agrees to provide USDOJ with paper copies of any annual report, notices, or communications required under this LOA.

### **Site Visits**

37. Conterra agrees to permit USDOJ's requests for site visits and information, approve all requests to conduct on-site interviews of Conterra employees, and provide all documents necessary to verify the implementation of and compliance with the terms of this LOA, or to identify grounds for modification of this LOA.

### **Miscellaneous**

38. Conterra agrees to permit disclosure of confidential information submitted to the FCC pursuant to 47 C.F.R. § 0.442 to Federal government departments, agencies, and offices whose principals are listed in Executive Order 13913 § 3.

39. If USDOJ finds that the terms of this LOA are inadequate to resolve any national security or law enforcement risks, Conterra agrees to resolve these risks, according deference to USDOJ's views on the need for modification. Rejection of a proposed modification shall not alone be dispositive, but failure to resolve national security or law enforcement risks may result in a recommendation that the FCC modify, condition, revoke, cancel, terminate, or render null and void any relevant license, permit, or other authorization granted by the FCC to Conterra or its successors-in-interest, or any other appropriate enforcement action required to address the risks.

40. Conterra agrees that in the event that Conterra breaches the commitments set forth in this LOA, to include conduct contrary to timely USDOJ objection to any notice submitted pursuant to this LOA, a recommendation may be made that the FCC modify, condition, revoke, cancel, enter other declaratory relief, or render null and void any relevant license, permit, or

other authorization granted by the FCC to Conterra or its successors-in-interest, in addition to pursuing any other remedy available by law or equity.

41. For purposes of counting days in this LOA, the day of the event that triggers the period is excluded, but every day thereafter is counted, including intermediate Saturdays, Sundays, and legal holidays. Include the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

42. Conterra understands that, upon execution of this LOA by an authorized representative or attorney, or shortly thereafter, the FCC will be notified that there is no objection to grant of these applications.



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Shane Turley  
Executive Vice President and General Counsel  
March 23, 2021  
CUB Parent, Inc.

DocuSigned by:



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Shane Turley

Executive Vice President and General Counsel

March 23, 2021

Conterra Ultra Broadband Holdings, Inc.

DocuSigned by:

*Shane Turley*

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Shane Turley

Executive Vice President and General Counsel

March 23, 2021

Conterra Ultra Broadband, LLC

DocuSigned by:



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Shane Turley  
Executive Vice President and General Counsel  
March 23, 2021  
Network USA, LLC

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Shane Turley  
Executive Vice President and General Counsel  
March 23, 2021  
Detel Wireless LLC

DocuSigned by:



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Shane Turley

Executive Vice President and General Counsel

March 23, 2021

BroadPlex, LLC

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*Shane Turley*

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Shane Turley

Executive Vice President and General Counsel

March 23, 2021

Tim Ron Enterprises, LLC d/b/a Network  
Communications