Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554

In the Matter of	)	
	)	
Consolidated Communications, Inc.	)	IB Docket No. IB 21-172
	)	IBFS File No. ISP-PDR-20210105-00001
	)	ULS File No. 0009400415
Petition for Declaratory Ruling Under	)	ULS File No. 0009396563
Section 310(b)(4) of the	)	ULS File No. 0009400421
Communications Act, as amended	)	ULS File No. 0009408193

PETITION TO ADOPT CONDITIONS TO LICENSES

Pursuant to Executive Order 13913, the National Telecommunications and Information Administration (NTIA) submits this Petition to Adopt Conditions to Licenses (Petition) on behalf of the Committee for the Assessment of Foreign Participation in the United States Telecommunications Services Sector (Committee).[1] 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 petition, provided that the Commission conditions its approval on the assurance of Consolidated Communications, Inc. (Consolidated), to abide by the commitments and undertakings set forth in the October 5, 2021, Letter of Agreement (LOA), a copy of which is attached hereto.[2]

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.[3] As part of its public interest analysis

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[1] Exec. Order No. 13,913, § 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.
[2] 47 C.F.R. § 1.41.
[3] 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*).

under section 310(b)(4), the Commission considers issues related to national security, law enforcement, foreign policy, and trade policy.[4] In regard 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.[5]

After discussions with representative of Consolidated in connection with the above-captioned petition, 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.

Accordingly, NTIA on behalf of the Committee, advises the Commission that the Committee has no objection to the Commission granting the above-captioned petition, provided that the Commission conditions its consent on compliance with the October 5, 2021, LOA attached to this filing.

Respectfully submitted,

Kathy Smith
Chief Counsel

National Telecommunications and
Information Administration
1401 Constitution Avenue, NW
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October 25, 2021

[4] *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.

[5] *See 2013 Broadcast Clarification Order*, 28 FCC Rcd at 16251, ¶ 14; *1995 Foreign Market Entry Order*, 11 FCC Rcd at 3955-56, ¶ 219.

Consolidated communications

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October 5, 2021

Chief, Foreign Investment Review Section (FIRS)
Deputy Chief, Compliance and Enforcement (FIRS)
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Assistant Secretary for Trade and Economic Security
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Subject: TT 21-017 to 022
IB Docket No. IB 21-172; IBFS File No. ISP-PDR- 20210105-00001; ULS File Nos. 0009400415, 0009396563, 0009400421, and 0009408193
Petition for Declaratory Ruling ("PDR" or "Petition") by Consolidated Communications, Inc. asking the Federal Communications Commission to find that it would serve the public interest to approve the increase of indirect foreign equity and voting interests in Consolidated Communications, Inc., pursuant to Section 310(b)(4) of the Communications Act of 1934, as amended, 47 U.S.C. § 310(b)(4), and Section 1.5000(a)(1) of the Commission's rules, 47 C.F.R. § 1.5000(a)(1).

Dear Sir/Madam:

This Letter of Agreement ("LOA" or "Agreement") sets forth the commitments that Consolidated Communications, Inc. (hereinafter "Consolidated") makes to the U.S. Department of Justice ("USDOJ"), including the Federal Bureau of Investigation ("FBI"), and the U.S. Department of Homeland Security ("DHS," and together with USDOJ, the "Compliance Monitoring Agencies" ("CMAs")) to address national security and law enforcement risks arising from the above-referenced Petition to the Federal Communications Commission ("FCC" or "Commission") requesting that it approve an increase in the direct and indirect foreign equity and voting interests in Consolidated, pursuant to Section 310(b)(4) of the Communications Act and Section 1.5000(a)(1) of the Commission's rules.[1]

[1] *See* IB Docket No. 21-172; IBFS File No. ISP-PDR- 20210105-00001; ULS File Nos. 0009400415, 0009396563, 0009400421, and 0009408193.

Consolidated certifies as true and correct, under penalties outlined in 18 U.S.C. § 1001, all statements it or its representatives have made to USDOJ, DHS, the Department of Defense, and the FCC in the course of the review of the above-referenced Petition that were conducted pursuant to Executive Order 13913.[2] Consolidated 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 a 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. "Cybersecurity Incident Response Plan" means a plan or processes put in place to develop and implement the appropriate activities to take action regarding a detected cybersecurity event that has been determined to have an impact on the organization prompting the need for response and recovery.

e. "Date of FCC Approval" means the date on which the FCC releases a public notice granting the FCC PDR.

f. "Domestic Communications" ("DC") means:

(i) Wire Communications or Electronic Communications, as defined by 18 U.S.C. § 2510, (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.

[2] 85 Fed. Reg. 19643 (Apr. 8, 2020).

g. "Domestic Communications Infrastructure" ("DCI") means any Consolidated 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, Consolidated to provide, process, direct, control, supervise, or manage DC but would not include the systems of entities for which Consolidated has a contracted arrangement for interconnection, peering, roaming, long-distance, or wholesale network access.

h. "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.

i. "Foreign" means non-United States, or its territories.

j. "Geolocation Data" means any information collected by Consolidated from its customers regarding a customer's location or the customer's device location.

k. "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.

l. "Internet Protocol Detail Record" ("IPDR") means information about internet protocol-based usage and other activities that can be used by operation support systems ("OSS") and business support systems ("BSS") by recording data statistics that

provide network insight on capacity, subscriber usage, and proactive network maintenance.

m. "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.

n. "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; and provisioning, creation, and implementation of modifications or upgrades; or

(ii) provision of DC or operation of DCI, including: customer support; OSS; BSS; Network Operations Centers ("NOCs"); information technology; cloud operations/services; 5G (Software Defined Networking, Network Functions Virtualization, Applications); and datacenter services and operations.

o. "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.

p. "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 Consolidated.

q. "Outsource" means, with respect to DC, supporting the services and operational needs of Consolidated at issue in this LOA using contractors or third parties.

r. "Personally Identifiable Information" or "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.

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

t. "Security" means a condition that results from the establishment and maintenance of protective measures that enable an organization to perform its mission or critical functions despite risks posed by threats to its use of systems. Protective measures may involve a combination of deterrence, avoidance, prevention, detection, recovery, and correction that should form part of the organization's risk management approach.

u. "Security Incident" means:

(i) Any known or suspected breach of this LOA, including a violation of any approved plan, policy, or procedure under this LOA;

(ii) Any unauthorized Access to, or disclosure of, U.S. Records;

(iii) Any unauthorized Access to, or disclosure of, information obtained from or relating to Government entities; or

(iv) Any one or more of the following which affect the company's computer network(s) or associated information systems:

A. Unauthorized 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, including the identification of vulnerabilities introduced through a cyber supply chain compromise;
D. Unplanned incidents that cause activation of Consolidated's Cybersecurity Incident Response Plan;
E. Attempts from unauthorized sources to Access systems or data if these attempts to Access systems or data may materially affect the company's ability to comply with the terms of this LOA; or
F. An unauthorized occurrence that (1) actually or imminently jeopardizes the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.

v. "Sensitive Personal Data" means sensitive personal data as set forth in 31 C.F.R. § 800.241.

w. "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.

x. "U.S. Records" means Consolidated's customer billing records, Subscriber Information, PII, Sensitive Personal Data, CDRs, IPDRs, CPNI, Geolocation Data, and any other information used, processed, or maintained in the ordinary course of business related to the services offered by Consolidated 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. Consolidated 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 the FBI to receive service of Lawful U.S. Process, including for U.S. Records, and, where possible, to assist and support lawful requests for Electronic Surveillance or production of U.S. Records by U.S. federal, state, and local law enforcement agencies.

3. Consolidated agrees to provide the LEPOC's PII to USDOJ within **15 days** of the Date of FCC Approval. USDOJ agrees to object or non-object within **15 days** from receiving the LEPOC's PII.

4. Consolidated 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 LEPOC, written notice will be provided within five days of such event. Under these circumstances, USDOJ and FBI will object or non-object to the replacement LEPOC within **30 days** of notification.

5. Consolidated 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 **5 days** after receiving such Lawful U.S. Process unless USDOJ grants an extension.

6. Consolidated agrees to implement, either directly or through a vendor, a process to screen existing or newly-hired Consolidated personnel or any personnel of an approved Outsourced or Offshored service provider performing under an agreement with Consolidated. The personnel screening process shall include background investigations, public criminal records checks, or other analogous means to ascertain a person's trustworthiness. Consolidated further agrees to provide the CMAs with a written description of this personnel screening process no later than **60 days** after the Date of FCC Approval for CMA objection or non-objection. The CMAs agree to object or non-object within **60 days** of receiving notice.

7. Consolidated agrees to notify the CMAs of all its Foreign person employees that it intends to allow Access to U.S. Records, DC, or DCI. Consolidated will also notify the CMAs of all Foreign person employees of Outsourced or Offshored service providers with write Access to the production network or network management software domain; Access to Principal

Equipment; and Access to Government customer U.S. Records, DC, and DCI. Consolidated agrees to make such notification no less than **30 days** prior to the date by which it is seeking such Access be granted; or, with respect to any Foreign persons with such Access as of the Date of FCC Approval, within **30 days** of the Date of FCC Approval. Consolidated further agrees to provide the PII to the CMAs for each Foreign person so identified. The CMAs agree to object or non-object within **30 days** of receiving notice.

Security Officer

8. Consolidated agrees to designate and maintain a security officer ("Security Officer") who is a non-dual United States citizen residing in the United States, and may also designate and maintain an alternate security officer ("Alternate Security Officer") to fulfill the responsibilities of the Security Officer in the event of his or her unavailability. The proposed Security Officer (and any Alternate Security Officer) must be eligible to obtain and maintain a "Secret" level or higher U.S. Government security clearance immediately upon appointment. The Security Officer and any Alternate Security Officer will have the appropriate authority and skills to implement the terms of this LOA and to address security concerns identified by the CMAs. The Security Officer and any Alternate Security Officer will have the appropriate senior-level corporate authority within Consolidated to perform his/her duties under this LOA. The Security Officer and any Alternate Security Officer will possess the necessary resources and skills to enforce this LOA and to act as a liaison to the CMAs regarding compliance with this LOA and to address any national security or law enforcement issues arising during Consolidated's due course of business. Consolidated will provide the Security Officer and any Alternate Security Officer with Access to Consolidated's business information that is necessary for the Security Officer and any Alternate Security Officer to perform his/her duties.

9. The Security Officer will be available 24 hours per day, 7 days per week, to respond to and address any national security or law enforcement concerns that the CMAs may raise with respect to Consolidated or its operations, except that if Consolidated designates an Alternate Security Officer, then in the event that the Security Officer is unavailable, the Alternate Security Officer will be available to respond to and address such concerns. Upon request by the CMAs, the Security Officer or, as applicable, Alternate 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 the CMAs.

10. Consolidated agrees to nominate a proposed candidate for Security Officer to the CMAs within **15 days** of 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 **5 days** of such event). Consolidated 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 Consolidated designates an Alternate Security Officer, Consolidated will nominate a proposed candidate for Alternate Security Officer at least **30 days** prior to the date on which Consolidated proposes to designate an Alternate Security Officer. Consolidated agrees to provide the

proposed Security Officer's (and any Alternate Security Officer's) PII with the nomination. All Security Officer nominations and any Alternate Security Officer nominations will be subject to CMA review and objection or non-objection within **30 days** from receipt of the nomination and may be subject to a background check at the sole discretion of the CMAs. Consolidated agrees to address concerns raised by the CMAs regarding the selection and identity of the Security Officer and any Alternate Security Officer.

Lawful U.S. Process and Requests for Information

11. Consolidated agrees to comply with all applicable lawful interception statutes, regulations, and requirements, as well as comply with all court orders and other Lawful U.S. Process for lawfully authorized Electronic Surveillance. Consolidated 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.

12. Consolidated agrees to provide notice of any material modification to its lawful intercept capabilities to USDOJ 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.

13. Upon receipt of any Lawful U.S. Process, Consolidated 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. Consolidated agrees not to provide, or otherwise allow the disclosure of, or Access to, U.S. Records, DCI, DC, to any Foreign Government, Foreign entity, or any Foreign person, without prior written consent of USDOJ, or a court of competent jurisdiction in the United States, except as provided under Paragraphs 7, 34, and 35.

15. Consolidated agrees not to disclose the receipt of Lawful U.S. Process, or compliance with Lawful U.S. Process, to any Foreign Government, Foreign entity, 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. Consolidated agrees to refer any requests described in Paragraph 14 or 15 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 **5 days** after such a request, or legal process, is received by, or made known to, Consolidated, 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. Consolidated 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. Consolidated agrees to ensure that U.S. Records are not subject to mandatory destruction under any Foreign laws.

Unauthorized Access and Security Incidents

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

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

21. Consolidated agrees to prepare: (1) a Cybersecurity Plan; and (2) a comprehensive System Security Plan ("SSP") (together the "Plans"), each of which shall be guided by the current version of the National Institute of Standards and Technology (NIST) Cybersecurity Framework and incorporate applicable controls found in NIST SP 800-53, NIST SP 800-171, or other international information security standards. Consolidated will provide copies of those Plans to the CMAs within **60 days** of the Date of FCC Approval for objection or non-objection. Furthermore, Consolidated agrees that the Plans will be updated when appropriate to conform with evolving information security standards and that Consolidated will make additional modifications to these Plans, if requested by the CMAs, and to work with the CMAs to implement such modifications. The CMAs agree to object or non-object within **60 days** of receiving each version of the Plan.

22. Consolidated agrees that its Plans will include, among other things, policies relating to its information security; supply chain security; cybersecurity incident response; remote access; physical security; cybersecurity; third-party service provider risk management; maintenance and retention of system logs; periodic control assessments (as defined in NIST SP 800-53, Rev. 5); protection of Lawful U.S. Process; protection of U.S. Records and DC obtained by Consolidated in the ordinary course of business; and Consolidated's plans regarding new contracts or amendments to existing contracts with third-party service providers requiring those third parties to: a) notify Consolidated when required under Paragraph 26, and b) screen personnel as required under Paragraph 6.

23. Consolidated further agrees to take timely and appropriate remedial measures, as recommended by the US-Computer Emergency Readiness Team/Cybersecurity and Infrastructure Security Agency ("US-CERT"/"CISA"), an Information Sharing and Analysis Center ("ISAC"), or other authority, to respond and recover from any cyber or supply chain incident and mitigate vulnerabilities.

24. Consolidated agrees to notify the CMAs at least **30 days** prior to changing the location for storage of U.S. Records or DC for CMA 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 Consolidated);
c. The location where the information is to be stored;

d. Updated SSP and Cybersecurity Plans detailing the physical/logical protections at the new location; and
e. The factors considered in deciding to store that information in the new location.

The CMAs will object or non-object within **60 days** of receipt of Consolidated's submission.

Reporting Incidents and Breaches

25. Consolidated agrees to report to the CMAs promptly, and in any event no later than 48 hours, after 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 Consolidated, or referring or relating in any way to Consolidated's customers in the United States or its territories;
c. Any unauthorized Access to, or disclosure of, DC in violation of federal, state, or local law; or
d. Any material breach of the commitments made in this LOA.

26. Consolidated agrees to require any third-party service provider to disclose to Consolidated any data breach of any U.S. Records or DC, or any loss of U.S. Records or DC, whether from a data breach or other cause, within **48 hours** of the third party discovering the breach or loss. Consolidated agrees further to require any third-party service provider to disclose to Consolidated, within **48 hours** of discovery, any critical exposure, threats, and vulnerabilities associated with the products or services provided to Consolidated that are the result of the insertion of counterfeits, unauthorized production, tampering, theft, or insertion of malicious software and hardware into such products or services or into the third-party providers' supply chain.

27. Consolidated agrees to notify the CMAs, including the points of contact 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 **48 hours** after Consolidated has knowledge, or is informed by a third party providing Outsourced or Offshored services to Consolidated, that the incident, intrusion, or breach has taken or is taking place or sooner when required by statute or regulations.

28. Upon CMA request, Consolidated agrees to submit in writing a follow-up report or any supplementary information describing in greater detail the incident or breach and Consolidated's steps to remediate the incident or breach to the CMAs within **15 days** of a request. Consolidated agrees to remediate any reported incidents or breaches to the satisfaction of the CMAs.

29. Consolidated agrees to notify the FBI and U.S. Secret Service as provided in 47 C.F.R. § 64.2011 within **7 business days** after reasonable determination that a person without authorization, or in exceeding his/her authorization, has gained Access to, used, or disclosed

CPNI, whether through Consolidated's network or that of a third party used by Consolidated, and shall electronically report the matter to the central reporting facility through the following portal: https://www.cpnireporting.gov

Principal Equipment

30. Consolidated agrees to provide the CMAs, within **30 days** of the Date of FCC Approval, a Principal Equipment list for CMA 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, repairing, or maintaining the Principal Equipment.

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

31. Consolidated agrees to notify the CMAs 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 30 or subsequently approved by the CMAs pursuant to this paragraph, or modifying any of its Principal Equipment for CMA objection or non-objection. The CMAs will object or non-object to such new Principal Equipment or modification to the Principal Equipment within **30 days** of receipt of notice.

32. Consolidated agrees to provide the CMAs 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. The CMAs will object or non-object to the nominated providers, suppliers, and entities selected by Consolidated within **30 days** of receipt of notice.

33. Consolidated agrees to provide to the CMAs updated network diagrams and topology maps showing all facilities, devices, interfaces, Points of Presence ("PoPs"), exchange points, and NOCs within **60 days** from the Date of FCC Approval.

Outsourced and Offshored Services

34. Consolidated agrees to provide the CMAs, within **30 days** of the Date of FCC Approval, a list of all Outsourced or Offshored service providers that provide services to Consolidated for CMA objection or non-objection. The list should include any Outsourced or Offshored service provider that provides services for:

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; 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.

Consolidated further agrees to provide the service provider's name; address; phone number website; a description of services provided; and a description of the U.S. Records, DC, or DCI the provider will have Access to; the approximate number of Foreign persons who will have Access, their roles, citizenship, and the locations from which they will have Access for each Outsourced or Offshored provider included on the list submitted to the CMAs pursuant to this Paragraph and subsequently submitted under Paragraph 35. Consolidated will provide an update to this information about its service providers and their Foreign employees (submitted under this Paragraph or Paragraph 35 on a quarterly basis starting **3 months** after the Date of FCC Approval. Consolidated will provide additional information, including PII, on the Outsourced or Offshored service providers (submitted under this Paragraph or Paragraph 35) and their employees with Access to U.S. Records; DC; and DCI upon CMA request. If Consolidated cannot provide the additional information requested, Consolidated shall provide a written explanation why it cannot provide the information. The CMAs will object or non-object to the Outsourced and Offshored service provider list within **60 days** of receiving notice.

35. Consolidated agrees to notify the CMAs 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 34. Consolidated agrees that such notification shall include all of the identifying information contained in Paragraph 34 for the new Outsourced and Offshored service provider.

36. The CMAs will object or non-object to any new Outsourced or Offshored service providers within **30 days** of receiving notice.

Network Operations Centers

37. Within **30 days** of the Date of FCC Approval, Consolidated agrees to notify the CMAs in writing of the location of any NOCs, to include the address, owner (including Consolidated), Principal Equipment, and MNSP of the NOC. The CMAs will object or non-object to the NOC location(s) within **60 days** of receipt.

38. Consolidated agrees to notify the CMAs in writing at least **60 days** prior to any proposed change to the NOC location(s) or NOC MNSP, to include the addition of new NOC locations, for CMA objection or non-objection. Consolidated will provide the address, owner (even if Consolidated), Principal Equipment, and MNSP (as well as any new Outsourced or Offshored service providers) of the NOC with the notification, as well as appropriately updated

SSP and Cybersecurity Plans. The CMAs will object or non-object to any new NOC location or NOC MNSP within **60 days** of receiving notice of the proposed change.

Change in Ownership and Service Portfolio

39. Consolidated agrees to provide the CMAs 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. Consolidated also agrees to provide the CMAs 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 Consolidated's debts.

40. Consolidated agrees to provide the CMAs notice of any material change to its current portfolio of services offering, including offering other services beyond its current service portfolio, no less than **30 days** in advance of such change for CMA objection or non-objection. The CMAs will object or non-object within **30 days** of receiving notice.

Annual Report

41. Consolidated agrees to provide an annual report to the CMAs regarding the company's compliance with this LOA, to include:

a. If Consolidated submitted no notifications to the CMAs pursuant to this LOA during the preceding year, a Certification that there were no developments that Consolidated was required to report under the LOA 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 an updated list of individuals with Access to U.S. Records, DC, and DCI whose PII was required or requested under Paragraphs 7, 34, or 35;
c. Notification(s) of the installation, purchase, and/or lease of any Foreign-manufactured Principal Equipment;
d. Notification(s) of any relationships with Foreign-owned telecommunications partners, including any network peering (traffic exchange) or interconnection relationships;
e. Updated network diagrams and topology maps showing all facilities, devices, interfaces, PoPs, exchange points, and NOCs;
f. Updated SSP and Cybersecurity Plans and the most recent control assessment reports (as defined in NIST SP 800-53, Rev. 5);
g. Updated organizational chart showing all owners with a five percent or greater ownership share;
h. Report(s) of any Security Incidents;
i. A re-identification of the location that Consolidated stores U.S. Records or DC and the types of U.S. Records and DC collected and stored;

j. A re-identification of the name of and contact information of the LEPOC and Security Officer and Alternate Security Officer;
k. Notification of all filings or notices to the FCC in the prior year, and a copy of these filings if requested by the CMAs;
l. Certification of compliance with CALEA and any other applicable U.S. lawful interception statutes, regulations, and requirements;
m. A description of the services that Consolidated provides in the United States to include: the specific services provided using FCC license or authorization as well as other services it provides in the United States that do not require FCC license or authorization. Such a description should also detail any services provided to government or critical infrastructure customers; and
n. 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. Consolidated 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 the CMAs identifies to Consolidated in the future: Christine Quinn, USDOJ (at Christine.Quinn3@usdoj.gov); Loyaan Egal, USDOJ and Eric Johnson, USDOJ (at Compliance.Telecom@usdoj.gov); Melissa Figueroa, DHS (at Melissa.Figueroa@associates.hq.dhs.gov and IP-FCC@hq.dhs.gov); and Alton Turner, DHS (at compliance@hq.dhs.gov). Upon CMA request, Consolidated agrees to provide the CMAs with paper copies of any annual report, notices, or communications required under this LOA.

Site Visits

42. Consolidated agrees to permit the CMAs' requests for site visits and information, approve all requests to conduct on-site interviews of Consolidated 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

43. Consolidated agrees to permit disclosure of information submitted to the FCC in confidence pursuant to 47 C.F.R. § 0.442 to federal government departments, agencies, and offices whose principals are listed in Section 3 of Executive Order 13913.

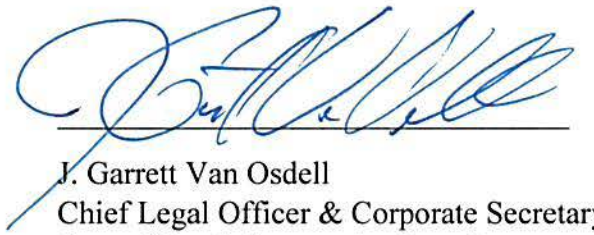
44. If the CMAs find that the terms of this LOA are inadequate to resolve any national security or law enforcement risks, Consolidated agrees to resolve the CMAs' concerns, according deference to the CMAs' views on the need for modification. Rejection of a proposed modification shall not alone be dispositive, but failure to resolve national security or law enforcement concerns may result in a request 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 Consolidated or its successors-in-interest, or any other appropriate enforcement action required to address the concern.

45. Consolidated agrees that in the event that Consolidated breaches the commitments set forth in this LOA, to include conduct contrary to timely CMA 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 Consolidated or its successors-in-interest, in addition to pursuing any other remedy available by law or equity.

46. Except as otherwise specified, 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.

47. Consolidated 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 the PDR.



J. Garrett Van Osdell
Chief Legal Officer & Corporate Secretary
Consolidated Communications, Inc.