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March 8, 2017

Assistant Attorney General for National Security
U.S. Department of Justice
National Security Division
950 Pennsylvania Avenue NW
Washington, DC 20530
ttelecom@usdoj.gov

Subject: Pending Joint Application for Consent to Transfer Control of Domestic and International Section 214 Authorizations from WideOpen West Finance, LLC and its Subsidiaries to Crestview, L.L.C., pursuant to Section 214 of the Communications Act of 1934, as amended (FCC file number ITC-T/C-20160111-00005 and ITC-T/C-20160111-00006; WC Docket No. 16-12; TT Case 16-09/10)

Dear Assistant Attorney General,

This Letter of Agreement (“LOA” or “Agreement”) outlines the commitments made by Crestview, L.L.C. (“Crestview”) and WideOpen West Finance, LLC (“WOW”) (together, “the Applicants”) and the U.S. Department of Justice (“USDOJ”), in order to address national security, law enforcement, and public safety concerns raised with regard to the Applicants’ application (the “Application”) to the Federal Communications Commission (“FCC” or “Commission”) for approval to transfer to Crestview control of WOW’s telecommunications operating subsidiaries’ (“the WOW Companies”) authority to provide Global or Limited Global Resale services between the U.S. and all authorized international points pursuant to Section 214 of the Communications Act of 1934, as amended (“Section 214”), Title 47, Code of Federal Regulations, Section 63.18(e)(2).

WOW is a limited liability company, incorporated in Delaware, with corporate headquarters in Englewood, Colorado. Through the WOW Companies, WOW provides communications, video and broadband services, including digital cable, HDTV, DVR, Internet, local and long distance services. WOW is the 9th largest cable company in the United States with more than 809,000 subscribers. Three of the WOW Companies provide rural Incumbent Local Exchange Carrier Services (Rural ILEC) in Alabama and Georgia while the other WOW Companies provide service as competitive Local Exchange Carriers (LECs) and/or hold international section 214 authority.

Knology, Inc. (“Knology”) and Sigecom, LLC (“Sigecom”) are subsidiaries of WOW. Knology is a Delaware corporation headquartered at 1241 O.B. Skinner Drive, West Point, Georgia 31833.¹ Sigecom is an Indiana Limited Liability Company headquartered at 7887 East Belleview, Suite 1000, Englewood, Colorado 80111.

¹ The following wholly-owned subsidiaries operate under Knology’s license, ITC-214-20000203-0075: Globe Telecommunications (Georgia); Knology of Alabama (Delaware); Knology of Florida (Delaware); Knology

Crestview, the acquirer, is a private equity firm based in New York. Crestview focuses on the energy, financial services, healthcare, industrial and media sectors. Crestview has acquired an approximate 37 percent ownership interest in Racecar Holdings, LLC (“Racecar Holdings”), a Delaware limited liability company and the ultimate owner of WOW, through several investment vehicles. Upon FCC grant of the Application, Crestview will obtain negative consent rights with respect to the hiring, firing, or entering into employment agreements with senior management of Racecar Holdings.

Crestview’s investment vehicles include three funds that made direct investments in Racecar Holdings: Crestview W1 Holdings, L.P. (“Crestview Holdings”); Crestview W1 Co-Investors, LLC (“Crestview Co-Investors”); and Crestview W1 TE Holdings, LLC. Of these investment vehicles, only Crestview Holdings owns a 10 percent or greater interest in Racecar Holdings (approximately 30 percent). The limited partnership interests in Crestview Holdings are held directly by Crestview Partners III Co-Investors, L.P., a Cayman Islands entity (“Crestview Cayman Islands”). Furthermore, the limited liability company interests of Crestview Co-Investors are held approximately 42 percent by Crestview Partners III (Co-Investment B), L.P., which is also a Cayman Islands entity. The sole general partner of Crestview Partners III (Co-Investment B), L.P. is Crestview Partners III GP, L.P. (“CPIII GP”). The investment committee of CPIII GP, which will control the Crestview investment, is made up of ten members, including nine U.S. citizens and one citizen of the United Kingdom. The investment committee operates by a majority rule with respect to voting, selling, and making follow-on investments in portfolio companies.

Crestview’s investment provided additional capital to the WOW Companies, which enhanced the WOW Companies’ ability to maintain, improve, and extend their infrastructure, innovate and offer new products and services to consumers, and better compete in the marketplace.

Operations, Records, and Law Enforcement Requests. The Applicants agree that they will inform USDOJ within 60 days if WOW changes its business model to provide telecommunications services in the U.S. in addition to those identified herein, including notice of any provision by WOW of service to the destination countries in which WOW reports the existence of a foreign carrier affiliate to the FCC under 47 C.F.R. § 63.11. In addition, the Applicants confirm that, for any services requiring compliance with the Communications Assistance for Law Enforcement Act (“CALEA”), 47 U.S.C. §§ 1001-1010, the Applicants will comply with CALEA.

of South Carolina (Delaware); Knology of Tennessee (Delaware); Knology of the Valley (Georgia); Knology Total Communications (Alabama); Valley Telephone Company (Alabama); and Wiregrass Telecom (Alabama).

(including call content and call data) pertaining to a wiretap order, pen/trap and trace order, subpoena, or any other lawful request by a U.S. law enforcement agency for U.S. Records to any person if the purpose of such disclosure or access is to respond to the legal process or request on behalf of a non-U.S. government⁴ without first satisfying all pertinent requirements of U.S. law and obtaining the express written consent of USDOJ, or the authorization of a court of competent jurisdiction in the U.S. Any such requests for legal process submitted by a non-U.S. government to the Applicants shall be referred to USDOJ as soon as possible, but in no event later than five (5) business days after such request or legal process is received by or made known to Crestview or WOW unless disclosure of the request or legal process would be in violation of U.S. law or an order of a court of the U.S. The Applicants also agree to ensure that U.S. Records are not made subject to mandatory destruction under any foreign laws; provided, however, that the Applicants shall only be required to retain U.S. Records to the extent required under U.S. Law.

Further, the Applicants further agree to designate a U.S. Law Enforcement Point of Contact (“LE POC”) in the U.S., preferably a U.S. citizen, to receive service of 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 (“Lawful U.S. Process”). In addition, the Applicants will give USDOJ at least thirty (30) days’ advance notice of any change to its LE POC, and will provide USDOJ with contact and personal identifying information for the designated individual; such nominated LE POC shall be subject to USDOJ review and non-objection. The Applicants also agree that the designated LE POC will have access to all U.S. Records, and, in response to Lawful U.S. Process, will make such records available within five (5) business days after receiving such Lawful U.S. Process unless a later response date is indicated on such Lawful U.S. Process or agreed upon by the requesting entity.

Access to Information, Facilities, and Personnel. The Applicants, and any owner of the Applicants, shall permit the USDOJ, and such other U.S. Government agency representatives designated by the USDOJ, to inspect books and records, equipment, servers, and facilities and premises owned or leased by WOW to the extent business relating to WOW’s FCC-licensed activity takes place at such location(s). Where the Applicants possess the authority to permit such access, the Applicants also agree to make available to the USDOJ, and such other U.S. Government agency representatives designated by the USDOJ, any third-party books and records, equipment, servers, facilities (including third-party offshore or outsourced facilities), and premises to the extent business relating to WOW’s FCC-licensed activity takes place at such location(s). Ordinarily, the USDOJ will provide the Applicants with fourteen (14) days advance notice, but the Applicants shall afford the USDOJ such access during normal business hours without advance notice in extraordinary circumstances.

³ “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. “Electronic Communication” has the meaning given in 18 U.S.C. § 2510(12). “Wire Communication” has the meaning given in 18 U.S.C. § 2510(1).

⁴ The term “non-U.S. government” means any government, including an identified representative, agent, component or subdivision thereof, that is not a local, state, or federal government in the U.S.

outsourced facilities), and premises to the extent business relating to WOW's FCC-licensed activity takes place at such location(s). Ordinarily, the USDOJ will provide the Applicants with fourteen (14) days advance notice, but the Applicants shall afford the USDOJ such access during normal business hours without advance notice in extraordinary circumstances.

The Applicants and any of its owners shall permit the USDOJ, and such other U.S. Government agency representatives designated by the USDOJ, to conduct confidential interviews, of owners, ownership groups, employees, or contractors of the Applicants concerning compliance with this Agreement and any other law enforcement concerns associated with WOW's FCC-licensed activity.

Outsourcing. The Applicants agree to provide DOJ with at least thirty (30) calendar days' prior notice of any intention to enter into a new agreement or arrangement to outsource to any foreign entity and/or off-shore any network-related services, including but not limited to Network Operations Center ("NOC") operations and/or services, customer support services, network maintenance, remote access to network elements or databases (e.g., call detail records ("CDRs"), customer proprietary network information ("CPNI"), etc.), and any access to Domestic Communications. Such intention shall be subject to DOJ review and non-objection, provided that DOJ raises any objections within thirty (30) days of receiving such notice.

Change in Control. The Applicants will inform the USDOJ within thirty (30) days after any change in WOW's ownership involving 10% or more of the percentage amount of non-U.S. ownership, including the names of the businesses or individuals associated with the change in such ownership and the change in the percentage amount of ownership. The Applicants also will inform the USDOJ of any change in WOW's ownership involving 10% or more of the percentage amount of ownership or control resulting in a change of a passive non-U.S. investor to an active one.

Company Point of Contact. Within 30 days of this Agreement's execution, the Applicants will provide notice to the USDOJ of a point of contact(s) ("Company POC(s)") within Crestview and WOW to or with whom communications regarding this Agreement may be sent or engaged. Thereafter, Crestview and WOW will provide notice to the USDOJ of any changes to the Company POC(s) within 30 days of such change.

Annual Report. The Applicants agree to provide Annual Reports to the USDOJ regarding the company's compliance with the specific terms of this Agreement, to include a summary of the content of any notices sent to the USDOJ during the prior year pursuant to this Agreement. The Annual Report also shall include reports of network and enterprise breaches and unauthorized access to customer data and information; the name of and contact information for the current LE POC and Company POC(s); and confirming the Applicants' compliance with CALEA. These annual reports will be due on the anniversary date of this Agreement's execution and should be addressed to the following:

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

Attn.: Team Telecom, Foreign Investment Review Staff

Electronic mail:

Courtesy electronic copies of all notices and communications also should be sent to the following, or to such other persons identified to the Applicants by USDOJ in the future: Hunter Deeley of the USDOJ (at hunter.deeley@usdoj.gov); Catherine Kudrick of the USDOJ (at catherine.kudrick@ic.fbi.gov); and Richard Sofield of the USDOJ (richard.sofield2@usdoj.gov).

Termination of Agreement. The Agreement may be terminated at any time by a written agreement signed by the Applicants and USDOJ. USDOJ shall notify the FCC of the Agreement's termination within 60 days of such termination.

Six years from the anniversary date of the Agreement's execution, the Applicants may request that USDOJ initiate a confidential review and assessment to determine whether the Agreement should be terminated ("Termination-Assessment Request"). USDOJ shall notify the Applicants in writing of its decision regarding the Agreement's termination within 180 days after receiving a Termination-Assessment Request from the Applicants. Thereafter, the Applicants may submit a Termination-Assessment Request to USDOJ annually.

General. Aside from other remedies or actions already in existence and available to USDOJ, the Applicants agrees that, in the event that the commitments set forth in this Agreement are breached, in addition to any other remedy available at law or equity, the USDOJ may request that the FCC modify, condition, revoke, cancel, or render null and void any relevant license, permit, or other authorization granted by the FCC to the Applicants or any successors-in-interest. Nothing herein shall be construed to be a waiver by the Applicants of, or limitation on, its right to oppose or comment on any such request. This Agreement and all commitments hereunder shall expire upon surrender or cancellation of the Applicants' Section 214 authority.

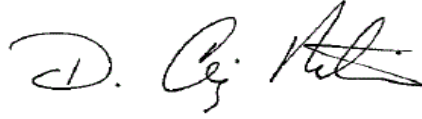
Further, nothing in this Agreement is intended to excuse the Applicants from their obligations to comply with any and all applicable legal requirements and obligations, including any and all applicable statutes, regulations, requirements, or orders.

The Applicants understand that, upon execution of this Agreement by an authorized representative or attorney for Crestview and WOW, or shortly thereafter, the FCC shall be notified by the USDOJ that it has no objection to the FCC's grant of the Application where such grant is made conditional upon the Applicants' compliance with this Agreement.

Sincerely,



Ross A. Oliver,
General Counsel
Crestview, L.L.C.



Craig Martin,
General Counsel
WideOpenWest Finance, LLC
and its Subsidiaries