

September 29, 2017

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Ladies and Gentlemen:

This Letter of Assurances (“LOA”) outlines the commitments made by CenturyLink Inc. (“CenturyLink”) to the U.S. Department of Homeland Security (“DHS”), the Department of Justice (“DOJ”), and the U.S. Department of Defense (“DOD”), together “the USG Parties,” in order to address national security, law enforcement, and public safety concerns raised with regard to applications filed by CenturyLink with the Federal Communications Commission (“FCC”) requesting authorization to transfer control of FCC licenses and authorizations held by Level 3 Communications Inc. (“Level 3”) or its operating subsidiaries to CenturyLink.¹

¹ FCC File Nos. ITC-T/C-20161213-00343, ITC-T/C-20161212-00344, ITC-T/C-20161213-00345, ITC-T/C-20161212-00346, ITC-T/C-20161212-00347, ITC-T/C-20161212-00348, SCL-T/C-20161212-00022 SCL-T/C-20161212-00023 SCL-T/C-20161212-00024 SCL-T/C-20161212-00025; WC Docket No. 16-403.

CenturyLink has agreed to provide this LOA to the USG Parties to address issues raised by the USG Parties, and CenturyLink understands that the USG Parties will petition the FCC to condition the requested authorization on compliance with this LOA.

For purposes of this LOA the following Definitions apply:

- A. “Classified Information” has the meaning indicated in Executive Order 12958, as amended by Executive Order 13292, or any successor executive order, or the Atomic Energy Act of 1954, or any statute that succeeds or amends the Atomic Energy Act of 1954, to require protection against unauthorized disclosure.
- B. “Covered Cable System” means all equipment, facilities, and services pertaining to the Yellow, Atlantic Crossing-1, Atlantic Crossing-2, Mid-Atlantic Crossing, Pan American Crossing, or South American Crossing system, and any other undersea cable system owned or controlled, presently or in the future, by CenturyLink and which lands in the United States; and all associated network operations centers. “Cable System” does not include an undersea cable system in which CenturyLink may have a fractional, non-controlling ownership interest.
- C. “Domestic Communications” means: (a) Wire Communications or Electronic Communications (whether stored or not) from one U.S. location to another U.S. location and (b) the U.S. portion of a Wire Communication or Electronic Communication (whether stored or not) that originates or terminates in the United States.
- D. “Domestic Communications Infrastructure” or “DCI” means: (a) the transmission and switching equipment (including hardware, software, and upgrades), servers, security appliances, and fiber and copper cable and associated facilities owned (to include leased) and controlled by or on behalf of CenturyLink to provide, process, direct, control, supervise or manage Domestic Communications; (b) facilities and equipment leased or owned by or on behalf of CenturyLink that are physically located in the United States; (c) the facilities and equipment leased or owned by or on behalf of CenturyLink to control the equipment or facilities described in (a) and (b) above; (d) any portion of a Covered Cable System that physically is located in the United States, up to the submarine line terminating equipment, including (if 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.*, MS Office) used by or on behalf of CenturyLink to provide, process, direct, control, supervise, or manage Domestic Communications; and (e) Network Operations Center (“NOC”) facilities, as defined in Section G below. The phrase “on behalf of,” as used in this paragraph, does not include entities with which CenturyLink has contracted for peering, interconnection, roaming, long distance, or other similar arrangements.
- E. “Electronic Communication” has the meaning given it in 18 U.S.C. § 2510(12).
- F. “Lawful U.S. Process” means lawful U.S. federal, state, or local Electronic Surveillance or other court orders, processes, or authorizations issued by or on behalf of U.S. federal,

state, or local government agencies for physical search or seizure, production of tangible things, or access to or disclosure of Domestic Communications, Transactional Data, or Subscriber Information.

- G. “Network Operations Center” or “NOC” means the locations and facilities designated as such by CenturyLink for purposes of performing network management, monitoring, maintenance, or other operational functions for a Covered Cable System.
- H. “Principal Equipment” means the primary electronic components of or supporting a mobile or fixed communication network, broadband network, transport or fiber network, or terrestrial wireless or satellite network (including earth stations), or a Covered Cable System (including the Wet Infrastructure), used by or on behalf of CenturyLink to provide, process, direct, control, supervise, or manage Domestic Communications.

Principal Equipment includes: (a) softswitches; (b) network routers; (c) call managers/servers; (d) NOC equipment; (e) evolved packet core (“EPC”) equipment and software necessary to operate and maintain a base station; (f) digital transmitters; (g) wired and wireless radio transmitters; (h) multiplexers; and (i) any firmware necessary for the proper operation of (a) - (h), with the exception of COTS software used for common business functions (e.g. Microsoft Office).

For purposes of Covered Cable Systems, Principal Equipment includes: network element servers; routers; switches; repeaters; submarine line terminal equipment (“SLTE”); system supervisory equipment (“SSE”); signal modulators and amplifiers; power feed equipment (“PFE”); tilt and shape equalizer units (“TEQ/SEQ”); optical distribution frames (“ODF”); branching units (“BU”); synchronous optical network (“SONET”), synchronous digital hierarchy (“SDH”), wave division multiplexing (“WDM”), dense wave division multiplexing (“DWDM”), coarse wave division multiplexing (“CWDM”), or optical carrier network (“OCx”) equipment, as applicable; and any non-embedded software necessary for the proper monitoring, administration, and provisioning of a Covered Cable System (with the exception of COTS software used for common business functions, *e.g.*, Microsoft Office). Principal Equipment does not include equipment dedicated to the termination of international undersea cables, provided that such equipment is utilized solely to effectuate the operation of undersea transport network(s) outside of the United States and in no manner controls land-based transport network(s) or their associated systems in the United States.

- I. “Subscriber Information” means all records or other information relating to customers or subscribers of CenturyLink of the type referred to and accessible subject to procedures specified in 18 U.S.C. § 2703(c) or (d) or 18 U.S.C. § 2709. Such information shall also be considered Subscriber Information when it is sought pursuant to the provisions of other Lawful U.S. Process.
- J. “Transactional Data” means the following when associated with a Domestic Communication but does not include the content of any communication: (a) “call identifying information,” as defined in 47 U.S.C. § 1001(2), including without limitation

the telephone number or similar identifying designator; (b) any information related to the sender or recipient of that Domestic Communication, including, without limitation subscriber identification, called party number, calling party number, start time, end time, call duration, feature invocation and deactivation, feature interaction, registration information, user location, diverted to number, conference party numbers, post-cut-through dialed digit extraction, in-band and out-of-band signaling, and party add, drop and hold; (c) any information relating specifically to the identity and physical address of a customer or subscriber, or account payer, or the end-user of such customer or subscriber, or account payer, or associated with such person relating to all telephone numbers, domain names, IP addresses, Uniform Resource Locators (“URLs”), other identifying designators, types of services, length of service, fees, usage including billing records and connection logs, and the physical location of equipment, if known and if different from the location information provided under (e) below; (d) the time, date, size, or volume of data transfers, duration, domain names, Media Access Control (“MAC”) or IP addresses (including source and destination), URL’s, port numbers, packet sizes, protocols or services, special purpose flags, or other header information or identifying designators or characteristics, including electronic mail headers showing From: and To: addresses; and (e) as to any mode of transmission (including mobile transmissions), and to the extent permitted by U.S. laws, any information indicating as closely as possible the physical location to or from which a Domestic Communication is transmitted.

- K. “U.S. Records” means CenturyLink customer billing records, subscriber information, and any other related information used, processed, or maintained in the ordinary course of business relating to the services offered by CenturyLink in the U.S. For these purposes, U.S. Records also shall include information subject to disclosure to a U.S. federal or state governmental entity under the procedures specified in Sections 2703(c) and (d) and Section 2709 of Title 18 of the U.S. Code.
- L. “Wet Infrastructure” means hardware components installed and residing on the undersea portion of a Covered Cable System, including fiber optic cables, repeaters, branching units, and routers (if any). Wet Infrastructure includes all the components used in order to define the topology of the undersea portion of a Covered Cable System.
- M. “Wire Communication” has the meaning given it in 18 U.S.C. § 2510(1).

Upon grant of the requested FCC authority, CenturyLink undertakes to comply with the following commitments:

1. Timing of Compliance Obligations

Except as otherwise provided herein, CenturyLink will comply with the commitments contained in this LOA as of the date that CenturyLink closes its proposed merger with Level 3. CenturyLink shall provide notice to USG Parties of the closing date within five (5) calendar days after closing.

2. Security Officer

Within thirty (30) business days of the execution of this LOA, CenturyLink shall nominate a Security Officer for purposes of this LOA. The Security Officer will have appropriate senior-level corporate authority within CenturyLink, and the necessary resources and skills, to maintain CenturyLink's security policies and procedures and oversee CenturyLink's compliance with this LOA. The Security Officer will be a resident U.S. citizen, and, if not already in possession of a U.S. security clearance, shall be eligible to hold such security clearance immediately upon appointment. The Security Officer will be subject to the USG Parties' review and non-objection and may be subject to a background check at the sole discretion of the USG Parties. If the USG Parties object to the Security Officer nominee, such objection must be made within thirty (30) business days of receiving notice of the nominee. The Security Officer will serve as the primary point of contact for the USG Parties regarding any national security, law enforcement, or public safety concerns that the USG Parties may raise. The Security Officer shall be responsible for receiving and promptly effectuating any requests for information pursuant to this LOA and for otherwise ensuring compliance with obligations set forth in this LOA. CenturyLink shall notify the USG Parties of any proposed change to the Security Officer at least ten (10) business days in advance of such change where possible. Any subsequently proposed Security Officer shall be subject to the USG Parties' review and non-objection and may be subject to a background check at the sole discretion of the USG Parties. As applicable, the Security Officer will instruct and train CenturyLink officers, employees, contractors and agents on the requirements of this LOA.

3. Law Enforcement Points of Contact

Within thirty (30) business days of the execution of this LOA, CenturyLink shall nominate a Law Enforcement Point of Contact ("POC") for purposes of this LOA, as well as at least one alternate POC in the event the primary POC cannot be reached. The nominated POCs shall be U.S. citizens and shall reside in the United States. The nominated POCs shall be subject to the USG Parties' review and non-objection, and they may be subject to a background check at the sole discretion of the USG Parties. If the USG Parties object to the POC nominees, such objection must be made within thirty (30) business days of reviewing the nominees. The POC, or an alternate, shall be available twenty-four (24) hours per day, seven (7) days per week and will be responsible for accepting and overseeing the carrying out of any requests pursuant to lawful interception statutes, regulations, and requirements, including the Communications Assistance for Law Enforcement Act ("CALEA"), 47 U.S.C. 1001 et seq., and its implementing regulations, as well as all court orders and other legal process for lawfully authorized electronic surveillance. CenturyLink shall notify the USG Parties of any proposed change to a POC at least ten (10) business days in advance of such change where possible. Any subsequently proposed POC shall be subject to the USG Parties' review and non-objection and may be subject to a background check at the sole discretion of the USG Parties.

4. Lawful U.S. Process

CenturyLink will ensure that the DCI is capable of complying, and confirms that employees of CenturyLink in the United States will have the unconstrained authority to comply in an effective, efficient and unimpeded fashion, with all applicable lawful interception statutes, regulations, and requirements, including the CALEA and its implementing regulations, as well as comply with all court orders and other legal process for lawfully authorized electronic surveillance.

Upon request, CenturyLink will provide the USG Parties with its Law Enforcement (“LE”) business process handling procedures, including results of any CALEA compliancy reviews/tests.

CenturyLink agrees that it will not, directly or indirectly, disclose or permit disclosure of or access to U.S. Records or domestic communications or any information (including call content and call data) pertaining to a wiretap order, pen/trap and trace order, subpoena, or any other lawful demand 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. government without first satisfying all pertinent requirements of U.S. law and obtaining the express written consent of the USG Parties, or the authorization of a court of competent jurisdiction in the United States. The USG Parties shall respond to any such request by CenturyLink within sufficient time for CenturyLink to provide a timely response, but in all events within ten (10) business days. Any such requests for legal process submitted by a non-U.S. government to CenturyLink shall be referred to DOJ 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 CenturyLink, unless disclosure of the request or legal process would be in violation of U.S. law or an order of a court of the United States.

5. Information Regarding Domestic Communications Infrastructure and Covered Cable Systems

On an annual basis, as a part of the report provided pursuant to Section 13 below, CenturyLink agrees to make available the following information:

- (a) Network management information for DCI, including: (1) network maps that include physical and logical topology; (2) network and telecommunications architecture descriptions and associated descriptions of interconnection points and controlled gateways to the DCI and Wet Infrastructure for the long-haul network (transport/IP) in the United States; (3) network operational plans, processes, and procedures associated with administrative functions on DCI, including remote Virtual Private Network (VPN) access procedures; (4) locations and functions of any NOCs and data centers; and (5) descriptions of interfaces and connections to each Covered Cable System for service offload, disaster recovery, or administrative functions; and

- (b) A restoration plan for the Principal Equipment and the Wet Infrastructure for each Covered Cable System.

In addition to the annual submission, and no earlier than the first annual submission, CenturyLink agrees to reasonably respond to any requests for information from the USG Parties on the items above, and to endeavor to respond to such requests within thirty (30) calendar days where practicable.

Upon request by the USG Parties, CenturyLink agrees to reasonably respond to any requests for the following information, and to endeavor to respond to such requests within thirty (30) calendar days where practicable:

- (a) Complete and current list of all contracts held by CenturyLink or its designee(s) for the maintenance and security of Covered Cable Systems; and
- (b) Complete and current list of Operations Support System (“OSS”) products used for Covered Cable Systems with associated architecture control flow and data flow descriptions, and application architecture descriptions of licensed products.

6. Cable System Operational Requirements

With respect to the operation of each Covered Cable System, CenturyLink agrees as follows:

- (a) CenturyLink shall have the ability to promptly and effectively interrupt, in whole or in part, traffic to and from the United States on each Covered Cable System by disabling or disconnecting circuits at the U.S. cable landing station or at other locations within the United States; and
- (b) CenturyLink shall have the ability to isolate any U.S. NOC, U.S. landing station, or the connecting cable segment from the rest of the Covered Cable System, including by, as necessary, ensuring that a U.S. NOC will have the ability to view the status of the Covered Cable System and individual cable segments and override any non-U.S. NOCs, such as the United Kingdom NOC.
- (c) Except with prior notification to the USG Parties, CenturyLink will locate all primary NOCs supporting its Covered Cable Systems, and all network equipment used for Covered Cable Systems, in the United States. CenturyLink may nevertheless use the Level 3 NOC located in the United Kingdom for routine day-to-day management of any Covered Cable Systems as such management is in existence as of the date of this LOA.

7. Principal Equipment List

Within one year of the execution of this LOA, and as a part of the report provided pursuant to Section 13 below thereafter, CenturyLink shall provide the USG Parties with a complete and current list of all Principal Equipment providers. Additionally, CenturyLink agrees to meet and confer with the USG Parties and to consider any concerns the USG Parties may raise about Principal Equipment providers submitted pursuant to this provision and will work with the USG Parties if there are any concerns related to such Principal Equipment providers.

Within thirty (30) business days of the execution of this LOA, CenturyLink shall provide the USG Parties with a list to include:

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

With respect to the network that CenturyLink will acquire from Level 3, CenturyLink agrees to adhere to the terms of the letter from Level 3 dated October 17, 2014, to the USG Parties.

CenturyLink shall provide the USG Parties at least ten (10) business days' advance notice prior to performing any maintenance, repair, or replacement that would result in any material modification to existing Principal Equipment for a Covered Cable System. CenturyLink need not comply with the advance notice requirement for any maintenance, repair, or replacement that is undertaken in response to an unforeseen or uncontrollable event and that is necessary to ensure the continued operability of the Covered Cable System; however, in such circumstances, CenturyLink shall provide advance notice to the USG Parties of the material modification, if practicable, and, if impracticable, CenturyLink shall provide notice within ten (10) business days after the material modification of the Principal Equipment. CenturyLink agrees to meet and confer with the USG Parties and to consider any concerns the USG Parties may raise about materials submitted pursuant to this provision.

CenturyLink shall provide at least thirty (30) business days' advance notice prior to making any modifications to the list of vendors, contractors, or subcontractors involved in providing, installing, operating, managing, or maintaining the Principal Equipment for Covered Cable Systems. In addition, CenturyLink shall provide at least thirty (30) business days' advance notice prior to changing the service offerings or support from a previously-listed vendor, contractor, subcontractor (*i.e.*, where a previously-listed provider will be offering support in a previously unidentified way). CenturyLink agrees to negotiate in good faith to resolve any national security, law enforcement, or public safety concerns the USG Parties may raise with respect to materials submitted pursuant to this provision.

8. Measures to Prevent Improper Use and Unauthorized Access

CenturyLink agrees to take all reasonable measures to prevent unauthorized access to the DCI and to prevent any unlawful use or disclosure of information carried on the same. Such measures shall include: security procedures for any remote VPN access to the DCI; contractual safeguards and screening procedures for personnel with administrative access to the DCI; and procedures to protect and promote resilience of a Covered Cable System, including for applying security patches to systems and applications of Covered Cable Systems. CenturyLink will submit policies regarding logical security measures for Covered Cable Systems to the USG Parties within sixty (60) business days of the date of execution of this LOA. CenturyLink agrees to meet and confer with the USG Parties regarding such policies upon request.

9. Physical Security Measures

CenturyLink agrees to take all reasonable measures to physically secure the DCI, including by performing background screening on appropriate personnel. CenturyLink's personnel screening process shall be reflected in a written policy and will include background investigations, public criminal records checks, or other analogous means to ascertain a person's trustworthiness. CenturyLink will submit policies regarding physical security measures for Covered Cable Systems to the USG Parties within sixty (60) business days of the date of execution of this LOA. CenturyLink agrees to meet and confer with the USG Parties and to consider any concerns the USG Parties may raise about CenturyLink's physical security measures.

10. Outsourcing

CenturyLink will maintain policies and procedures governing the outsourcing and offshoring of functions involving Domestic Communications Infrastructure, including review by CenturyLink's International Business Risk Review Council ("IBRRC") for all new and changed business activities conducted outside of the United States, including those conducted by third parties. The IBRRC will continue to be managed under the governance of the Security Officer designated pursuant to this LOA. Upon request from the USG Parties, CenturyLink will provide information relating to its policies and procedures governing outsourcing and offshoring, including review by the IBRRC.

11. Reporting Incidents and Breaches

CenturyLink agrees to report to the USG Parties promptly if it learns of information that reasonably indicates:

- (a) Unauthorized third-party access to, or disruption or corruption of, a Covered Cable System or any information being carried on a Covered Cable System;

- (b) unauthorized or improper access to or disclosure of Domestic Communications, or the unauthorized or improper conduct of electronic surveillance carried out in violation of U.S. law; or
- (c) any material breach of the commitments made in this LOA.

Any reports required by this provision should be made in writing to the USG Parties within ten (10) business days of the reasonable determination by CenturyLink that an incident is reportable under this section. CenturyLink further agrees to consult with the USG Parties regarding the remediation of any such incident or breach.

12. Instruction of Obligations

CenturyLink shall instruct and train appropriate officials, employees, contractors, and agents as to CenturyLink's obligations under this LOA, including the individuals' duty to report any violation, and shall issue periodic reminders of such obligations. CenturyLink shall issue these instructions in writing within sixty (60) business days of the date of execution of this LOA. CenturyLink will submit a copy to the USG Parties at the same time. Upon request, CenturyLink agrees to provide the USG Parties a listing of employees who have completed LOA training.

13. Annual Report

On or before each anniversary of the date of execution of this LOA, CenturyLink will submit to the USG Parties a report assessing CenturyLink's compliance with the terms of this LOA for the preceding year. The report shall include:

- (a) The names and contact information of the then-current POCs;
- (b) Information Regarding the DCI, as described in Section 5 above, noting any changes during the reporting period;
- (c) An updated list of Principal Equipment providers;
- (d) an updated list of all Principal Equipment for Covered Cable Systems and any vendors, contractors, or subcontractors involved in providing, installing, operating, managing, or maintaining the Principal Equipment for Covered Cable Systems.
- (e) A copy of the then-current policies adopted in accordance with this LOA;
- (f) Any changes in control of CenturyLink, including an increase in ownership of CenturyLink by STT Crossing Ltd ("STT Crossing"), or any additional foreign ownership that would result or likely result in a foreign person owning more than a five percent interest in CenturyLink;

- (g) A summary of any events that occurred during the reporting period that will or reasonably could impact the effectiveness of or compliance with this LOA; and
- (h) A summary of any known acts of noncompliance with the terms of this LOA that occurred during the reporting period, whether inadvertent or intentional, with a discussion of what steps have been or will be taken to prevent such acts from occurring in the future.

14. USG Parties Consultation and Visitation

CenturyLink agrees to meet and confer with the USG Parties and to address any concerns the USG Parties may raise about materials submitted pursuant to this LOA, including on the following subjects:

- (a) Any changes in the Principal Equipment provider list that have occurred over the previous year and any concerns that may arise from such changes;
- (b) Changes in ownership of CenturyLink by STT, or any additional foreign ownership, or any additional foreign ownership that would result or likely result in a foreign person owning more than five interest in CenturyLink; and
- (c) Any changes to policies and procedures prepared for this LOA.

CenturyLink agrees to negotiate in good faith to resolve any national security, law enforcement, or public safety concerns the USG Parties may raise with respect to any matters set forth in this LOA.

CenturyLink agrees that, upon reasonable advance notice, the USG Parties may visit any part of the DCI to conduct on-site reviews concerning the implementation of the terms of this LOA and CenturyLink' compliance with its terms. Subject to applicable law, during such visits, CenturyLink shall cooperate with the requests of the USG Parties to make available information, facilities, and personnel to verify compliance with the terms of this LOA.

15. Termination of the LOA

Absent any objection in writing by the USG Parties related to Covered Cable Systems within the notice period contemplated by this section in response to a notice of termination of this LOA from CenturyLink, and provided further that, if such objection is made, the USG Parties must provide a reasoned determination in light of Team Telecom's authorities and taking into consideration the compliance record of CenturyLink with this LOA, the obligations of this LOA shall terminate thirty (30) calendar days following notification to the USG Parties by Centurylink that STT Crossing terminated or forfeited its right to appoint or nominate any of the members of the board of directors of CenturyLink, the aggregate equity interest of STT Crossing in CenturyLink is below ten (10) percent, and that no other foreign-controlled entity retains an aggregate equity

interest in CenturyLink of ten (10) percent or greater. In the event of an objection by the USG Parties to such termination under this section, all remaining commitments of this LOA shall terminate except for provisions related to Covered Cable Systems expressly identified by the USG Parties.

16. Changed Circumstances

In the event that STT Crossing increases its ownership in CenturyLink above ten (10) percent, or that a separate foreign entity obtains an ownership interest of ten (10) percent or greater, of CenturyLink's outstanding voting shares, or if STT Crossing otherwise acquires any new governance or special rights in CenturyLink, CenturyLink agrees to notify the USG Parties and, if requested by the USG Parties, negotiate in good faith with the USG Parties to address any concerns related to such increase in ownership interest or rights.

This LOA shall inure to the benefit of, and shall be binding upon, CenturyLink and its successors, assigns, subsidiaries, and affiliates.

CenturyLink agrees that, in the event the commitments set forth in this letter are breached, in addition to any other remedy available at law or equity, the USG Parties may 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 CenturyLink or any successors-in-interest.

CenturyLink understands that, promptly upon execution of this letter by an authorized representative or attorney for CenturyLink, the USG Parties shall notify the FCC that it has no objection to the FCC's grant of the pending application.

For and on behalf of CenturyLink

A handwritten signature in cursive script that reads "R. David Mahon". The signature is written in black ink and is positioned above a horizontal line.

R. David Mahon
Vice President and Chief Security Officer