

**NORTHWEST FIBER, LLC**  
**135 Lake Street South, Suite 1000**  
**Kirkland, WA 98033**

Date November 21, 2019

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

Subject:	WC Docket No. 19-188	ITC-T/C-20190628-00128
	ITC-ASG-20190628-00129	ITC-ASG-20190628-00130
	ULS 0008706469	ULS 0008706476
	ULS 0008706478	ISP-PDR-20190708-00006

Applications by Frontier Communications Corp. (“Frontier”), including certain Frontier subsidiaries, and Northwest Fiber, LLC (“Northwest Fiber”) pursuant to Sections 214 and 310 of the Communications Act of 1934, as amended.

Dear Sir/Madam:

This Letter of Agreement (“LOA”) sets forth the commitments that Northwest Fiber makes to the U.S. Department of Justice (“USDOJ”) to address national security, law enforcement, and public safety concerns arising from the above-referenced applications to the Federal Communications Commission (“FCC” or “Commission”). Northwest Fiber and Frontier have requested FCC approval to transfer control of FCC licenses and authorizations held by Citizens Telecommunications Company of Idaho (“Frontier Idaho”), Citizens Telecommunications Company of Montana (“Frontier Montana”), Citizens Telecommunications Company of Oregon, and Frontier Communications Northwest, Inc. (“Frontier Northwest”) (collectively, the “Frontier Businesses”) from Frontier to Northwest Fiber, and to partially assign long distance customers from Frontier Communications of America, Inc. and Frontier Communications Online and Long Distance, Inc. to Northwest Fiber pursuant to Section 214 of the Communications Act of 1934, as amended, 47 U.S.C. § 214 (the “Act”), and the implementing regulations at 47 C.F.R. §§ 63.04, 63.18, and 63.24. Northwest Fiber, Frontier Idaho, Frontier Montana, and Frontier Northwest have also filed a petition for declaratory ruling to permit foreign investment above the 25 percent benchmark in Section 310(b)(4) of the Act, 47 U.S.C. § 310, and Section 1.5000(a)(1) of the Commission’s rules, 47 C.F.R. § 1.5000.

Northwest Fiber adopts as true and correct all statements that Frontier, Northwest Fiber, and their representatives have made to USDOJ or other Team Telecom member agencies and the FCC in the course of the review of the above-referenced application, 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 the ability to undertake physically or logically any of the following actions:
    - (i) To read, copy, divert, or otherwise obtain non-public information or technology from or about software, hardware, a database or other system, or a network;
    - (ii) To add, edit, delete, reconfigure, provision, or alter information or technology stored on or by software, hardware, a system or network; or
    - (iii) To alter the physical or logical state of software, hardware, a system or network.
  - 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”) has the meaning set forth in 47 U.S.C. § 222(h)(1).
  - d. “Date of this LOA” means the date on which Northwest Fiber executes this LOA.
  - e. “Days” means calendar days unless otherwise specified.
  - f. “Domestic Communications” or “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.
  - g. “Domestic Communications Infrastructure” (“DCI”) means:
    - (i) Any Northwest Fiber system that physically is located 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<sup>1</sup>, Northwest Fiber to provide, process, direct, control, supervise, or manage Domestic Communications; and

(ii) Network Operations Center (“NOC”) facilities, as defined *infra*.

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. “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. “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

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<sup>1</sup> The phrase “on behalf of,” as used in this paragraph, does not include entities with which Northwest Fiber has contracted for peering, interconnection, roaming, long distance, wholesale network access, or other similar arrangements.

Domestic Communications, call-associated data, transactional data, Subscriber Information, or associated records.

l. “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”); NOCs; information technology; cloud operations/services; 5G (SDN, NFV, Applications); and datacenter services and operations.

m. “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.

n. “Network Systems Security Plan” or “NSSP” means a network systems security plan that addresses information security, remote access, physical security, cybersecurity, third-party contractors (managed service providers), Outsourcing and Offshoring, maintenance and retention of system logs, protection of Lawful U.S. Process, protection of U.S. Records obtained by Northwest Fiber from customers or through provision of services, and data breach notifications.

o. “NIST-Compliant Cybersecurity Plan” means a cybersecurity plan that complies with the most recently published version of the National Institute of Standards and Technology (NIST) Cybersecurity Framework, available at <https://www.nist.gov/cyberframework>.

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 Northwest Fiber.

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

r. “Persons” means any natural person or legal entity.

s. “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, including any “personal identifier information” as set forth in 31 C.F.R. § 800.402(c)(6)(vi)(B).

t. “Principal Equipment” means all primary telecommunications and information network (*e.g.*, wireline, wireless, subsea, satellite, LAN, WAN, WLAN, SAN, MAN, IP, MPLS, FR, Wi-Fi, 3G/4G/LTE, 5G, etc.) equipment (*e.g.*, hardware, software, platforms, OS, applications, protocols) that supports core telecommunications or information services (*e.g.*, voice, data, text, MMS, FAX, video, Internet, OTT, Apps), functions (*e.g.*, network/element management, maintenance, provisioning, NOC, etc.), or operations (*e.g.*, OSS/BSS, customer support, billing, backups, cloud services, etc.), including but not limited to routers, servers, circuit switches or soft-switches, PBXs, call processors, databases, storage devices, load balancers, radios, smart antennas, transmission equipment (RF/Microwave/Wi-Fi/Fiber Optic), RAN, SDR, equalizers/amplifiers, MDF, digital/optical cross-connects, PFE, multiplexers, HLR/VLR, gateway routers, signaling, Network Function Virtualizations, hypervisors, EPC, BSC, BT, or eNodeB, and any other such equipment, whether physical or virtual, that performs the functions of the equipment described in this definition that Northwest Fiber may use during the normal course of business.

u. “Security Incident” means:

- (i) Any known or suspected breach of this LOA, including a violation of any approved policy or procedure under this LOA;
- (ii) Any unauthorized Access to, or disclosure of, PII;
- (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. Unplanned disruptions to 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 company’s ability to comply with the terms of this LOA.

v. “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.

w. “Team Telecom” means the Department of Justice (USDOJ), including the Federal Bureau of Investigation (FBI), the Department of Homeland Security (DHS), and the Department of Defense (DoD).

x. “U.S. Records” means Northwest Fiber’s customer billing records, Subscriber Information, PII, CDRs, CPNI, and any other information used, processed, or maintained in the ordinary course of business related to the services offered by Northwest Fiber within the United States, and its territories, 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.

### **Lawful U.S. Process**

2. Northwest Fiber agrees to comply with all Lawful U.S. Process, including process relating to Electronic Surveillance.

3. Upon receipt of any Lawful U.S. Process, Northwest Fiber 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 such responsive information to the requesting officials, in a manner and time consistent with the Lawful U.S. Process.

4. Northwest Fiber agrees not to provide, or otherwise allow the disclosure of, or Access to, U.S. Records, Domestic Communications, or call content to any Foreign Government, or any Foreign Person who has not been screened consistent with Paragraph 12 below (except for any Foreign Person exempt from screening under Paragraph 12) (“Unauthorized Foreign Person”), without prior written consent of USDOJ, or a court of competent jurisdiction in the United States.

5. Northwest Fiber agrees not to disclose the receipt of Lawful U.S. Process, or compliance with Lawful U.S. Process, to any Foreign Government, or any Foreign 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.

6. Northwest Fiber agrees to refer any requests from a Foreign Government or Unauthorized Foreign Person for information of the types described in paragraph 4 above, including any legal process from a Foreign Government, to USDOJ as soon as possible, but in no event later than five (5) days after such a request or legal process is received by, or made known to, Northwest Fiber, 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.

7. Northwest Fiber agrees not to comply with such requests from Foreign Governments or Unauthorized Foreign Persons without written approval from USDOJ, or an order of a court of competent jurisdiction in the United States.

8. Northwest Fiber agrees to ensure that U.S. Records are not subject to mandatory destruction under any Foreign laws.

### **Personnel**

9. Northwest Fiber 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, and the LEPOC must be approved by the FBI 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.

10. Northwest Fiber agrees to provide the LEPOC’s PII to USDOJ within fifteen (15) days of the Date of this LOA.

11. Northwest Fiber agrees to notify USDOJ, including the FBI, in writing at least thirty (30) days prior to modifying its LEPOC for USDOJ and FBI objection or non-objection.

12. Northwest Fiber agrees to implement, either directly or through a vendor or service provider, a process to screen newly hired Northwest Fiber personnel (other than those persons transferring to Northwest Fiber from Frontier as a result of this transaction that were already screened as a condition of their employment with Frontier or that have been employed by Frontier since July 1, 2010 and were previously employed by its predecessor) and any personnel who will have access to U.S. Records, Domestic Communications, DCI or call content while performing under agreement with Northwest Fiber. To satisfy its obligation under this Paragraph with respect to the personnel of Outsourced or Offshored service providers, Northwest Fiber agrees to commit contractually such Outsourced or Offshored service providers to comply with the personnel screening process set forth in this Paragraph. The personnel screening process shall include background investigations, public criminal records checks, or other analogous means to ascertain a person’s trustworthiness. Northwest Fiber further agrees to provide USDOJ with a written description of this personnel screening process no later than sixty (60) days after the Date of this LOA for USDOJ objection or non-objection.

### **Unauthorized Access and Security Incidents**

13. Northwest Fiber agrees to take all practicable measures to prevent unauthorized Access to U.S. Records, Domestic Communications, and the DCI.

14. Northwest Fiber agrees to take all practicable measures to prevent any unlawful use or disclosure of information relating to U.S. Records or Domestic Communications.

15. To this end, Northwest Fiber agrees to adopt the network security and cybersecurity plans that were submitted by Frontier in response to Team Telecom’s triage

questionnaire. No later than ninety (90) days after the Date of this LOA, Northwest Fiber will submit any updates to these security plans to USDOJ to constitute Northwest Fiber's updated NSSP and its NIST-Compliant Cybersecurity Plan for objection or non-objection.

16. Northwest Fiber agrees that the NSSP will address, but not be limited to, information security, remote access, physical security, cyber-security, 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 Northwest Fiber in the ordinary course of business, and Northwest Fiber's specific plan to require that third-party providers notify Northwest Fiber 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.

17. Northwest Fiber agrees to notify USDOJ at least thirty (30) days prior to storing any U.S. Records outside of the United States or its territories for USDOJ objection or non-objection. Such notice shall include:

- a. A description of the type of information to be stored outside of the United States;
- b. The custodian of the information (even if such custodian is Northwest Fiber);
- c. The location where the information is to be stored; and
- d. The factors considered in deciding to store that information outside of the United States.

### **Reporting Incidents and Breaches**

18. Northwest Fiber agrees to report to USDOJ promptly if it learns of information that reasonably indicates:

- a. A Security Incident;
- b. Unauthorized Access to, or disclosure of, customer information or information related to security policies, procedures, or systems;
- c. Any unauthorized Access to, or disclosure of, Domestic Communications in violation of federal, state, or local law; or
- d. Any material breach of the commitments made in this LOA.

19. Northwest Fiber agrees to require third-party service providers to disclose 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.

20. Northwest Fiber agrees to notify USDOJ, including the points of contact (POC) listed in Paragraph 30, in writing of any of the Security Incidents or breaches described in Paragraphs 18 or 19 of this LOA. The notification shall take place no later than fifteen (15) days after Northwest Fiber discovers the incident, intrusion, or breach has taken or is taking place or receives notice from the third-party service provider concerning the incident, or sooner when required by statute or regulations.

21. Northwest Fiber agrees to notify the FBI and U.S. Secret Service within seven (7) days upon learning that a Person without authorization, or in exceeding their authorization, has

gained Access to, used, or disclosed any of its customer information, including CPNI, or that of a third-party used by Northwest Fiber, and shall report the matter to the central reporting facility through the following portal:

<https://www.cpnireporting.gov/cpni/content/disclaimer.seam>

### **Principal Equipment**

22. Northwest Fiber agrees to provide USDOJ within ninety (90) days of the Date of this LOA with 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. Any vendors, contractors, or subcontractors involved in providing, installing, operating, managing, or maintaining the Principal Equipment.

23. Northwest Fiber agrees to notify USDOJ in writing at least thirty (30) days prior to introducing any new make or model of Principal Equipment (where such make or model was not already identified to USDOJ). USDOJ will object or non-object to such new make or model of Principal Equipment within thirty (30) days of receipt of notice.

24. Northwest Fiber agrees to provide USDOJ with the names of providers, suppliers, and entities that will perform any maintenance, repair, or replacement that may result in any modification to its Principal Equipment.

### **Outsourced or Offshored Services**

25. Northwest Fiber agrees to provide USDOJ within ninety (90) days of the Date of this LOA with a list of all Outsourced or Offshored service providers that provide any of the services described in (a)-(f) below to Northwest Fiber 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, Domestic Communications, or U.S. Records to include CPNI such as CDRs; 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.

26. Northwest Fiber agrees to notify USDOJ in writing no less than thirty (30) days prior to the use of any new Outsourced or Offshore service providers that will provide any of the services described in Paragraph 25(a)-(f).

27. USDOJ agrees to object or non-object to any new Outsourced or Offshore service providers, within thirty (30) days of receiving notice.

### **Emergency Remediation**

28. Where complying with Paragraphs 23, 24, or 27 would risk immediate and substantial harm to telecommunications infrastructure, systems or customer services, Northwest Fiber may undertake emergency remediation measures without first seeking the required advance USDOJ approval. Northwest must notify USDOJ as soon as practicable, but no later than 48 hours after initiating the remedial measures. Such notification must contain an explanation for proceeding without advance approval, a description of the emergency and an explanation as to why prior notification did not or could not occur. USDOJ retains the right to object to the Principal Equipment or Outsourced or Offshore Services employed or otherwise used to address the emergency, and if USDOJ objects Northwest Fiber agrees to resolve the objection to USDOJ satisfaction.

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

29. Northwest Fiber agrees to provide USDOJ with notice of any changes to its business, including, but not limited to, corporate structure changes, ownership changes involving 5% or greater equity, corporate name changes, business model changes, corporate headquarter location changes, or business operation location changes no less than thirty (30) days in advance of such change.

30. Northwest Fiber agrees to provide USDOJ with notice of any material changes to its current portfolio of services offering, including offers of other services beyond its current portfolio, no less than thirty (30) days in advance of such change for USDOJ objection or non-objection.

### **Annual Report**

31. Northwest Fiber agrees to provide an annual report to USDOJ regarding its compliance with this LOA, to include:

- a. Certification that there were no other changes not previously reported to USDOJ;
- b. Notice(s) regarding the company's handling of U.S. Records, Domestic Communications, 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. Notification(s) of the installation and/or purchase or lease of any new makes or models of Foreign-manufactured telecommunication equipment not previously reported to USDOJ (including, but not limited to, switches, routers, software, hardware);

- d. Notification(s) of any relationships with Foreign-owned telecommunications partners, including any network peering (traffic exchange) relationships not previously reported to USDOJ;
- e. Network diagrams showing all extant network points of presence where Northwest Fiber's network connects with other networks, and devices within such points of presence;
- f. Updated NSSP and NIST-Compliant Cyber Security Plans;
- g. Report(s) of any occurrences of Security Incidents including, but not limited to, cyber-security incidences, network and enterprise breaches, and unauthorized Access to U.S. Records;
- h. Recertification of the services that Northwest Fiber provides or confirmation that no additional services are being offered;
- i. A re-identification of the name of and contact information of the LEPOC; and
- j. Notification regarding any other matter of interest to this LOA.

The annual report will be due each calendar year beginning one (1) year from the Date of this LOA, and shall be addressed to:

Assistant Attorney General for National Security  
U.S. Department of Justice  
National Security Division  
950 Pennsylvania Avenue NW  
Washington, DC 20530  
Attention: Foreign Investment Review Section / Team Telecom

With a second copy to:

Foreign Investment Review Section / Team Telecom  
U.S. Department of Justice  
National Security Division  
3 Constitution Square, 175 N Street NE  
Washington, DC 20002

Northwest Fiber agrees to send courtesy electronic copies of all notices and communications to the following individuals or any other individuals that USDOJ identifies to Northwest Fiber in the future: Lee Licata, USDOJ (at [Lee.Licata@usdoj.gov](mailto:Lee.Licata@usdoj.gov)); Eric Johnson, USDOJ ([Eric.S.Johnson@usdoj.gov](mailto:Eric.S.Johnson@usdoj.gov)); Loyaan Egal, USDOJ (at [Loyaan.Egal@usdoj.gov](mailto:Loyaan.Egal@usdoj.gov)); and FIRS Team Telecom (at [FIRS-TT@usdoj.gov](mailto:FIRS-TT@usdoj.gov)).

### **Miscellaneous**

32. Northwest Fiber agrees to permit USDOJ to conduct on-site reviews to verify the implementation of and compliance with the terms of this LOA. Northwest Fiber further agrees to provide USDOJ Access to any information, facilities, and personnel necessary to verify compliance with the terms of this LOA.

33. Northwest Fiber agrees to negotiate in good faith and promptly with USDOJ if USDOJ finds that the terms of this LOA are inadequate to resolve any national security, law enforcement, or public safety concerns.

34. If closing of the transaction between Northwest Fiber and Frontier is delayed beyond the relevant time periods set forth in this LOA, USDOJ agrees to make reasonable efforts to accommodate for such delays, including extending the relevant sixty (60) and ninety (90) day time periods, as applicable, for submission of information.

35. Northwest Fiber agrees that in the event that it fails to comply with a material commitment set forth in this LOA, to include conduct contrary to a timely USDOJ objection to any notice submitted pursuant to this Agreement, USDOJ 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 Northwest Fiber or its successors-in-interest in addition to pursuing any other remedy available at law or equity.

36. Northwest Fiber understands that, upon execution of this LOA by an authorized representative or attorney, or shortly thereafter, USDOJ agrees to notify the FCC that Team Telecom does not object to the FCC's consent to Northwest Fiber's application.

Sincerely,



\_\_\_\_\_  
Timothy B. Austin  
Vice President and Secretary  
Northwest Fiber, LLC

Date: 11-21-2019