



July 1, 2020

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

Deputy Chief Information Officer for Cybersecurity  
United States Department of Defense  
1400 Defense Pentagon  
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Washington DC 20301-1400

Subject:	ITC-T/C-20191107-00178	ITC-T/C-20191107-00179
	ISP-PDR-20191114-00009	WC Docket No. 19-384
	0008836370	0008836373
	0008857446	0008857453
	0008871345	

Applications by Liberty Latin America Ltd. (“LLA”) and AT&T Inc. (“AT&T”) to the FCC pursuant to Sections 214 and 310(b)(4) of the Communications Act of 1934, as amended.

Dear Sir/Madam:

This Letter of Agreement (“LOA” or “Agreement”) sets forth the commitments that Liberty Latin America Ltd. (“LLA”) makes to the U.S. Department of Justice (“USDOJ”) and the U.S. Department of Defense (“DoD”) (collectively “USG Parties”) to address national security, law enforcement, and public safety concerns arising from LLA and AT&T Inc.’s (collectively, with its subsidiaries and affiliates “AT&T”) applications to the Federal Communications Commission (“FCC”) filed pursuant to Sections 214 and 310(d) of the Communications Act of 1934, as amended (the “Act”). LLA and AT&T are seeking FCC consent to the transfer of control to LLA of licenses, authorizations, and spectrum lease held by AT&T Mobility Puerto Rico Inc. (AT&T Mobility PR) and AT&T Mobility USVI Inc. (AT&T Mobility USVI). LLA 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(b)(4), and Section 1.5000(a)(1) of the Commission’s rules, 47 C.F.R. § 1.5000(a)(1).

The obligations contained herein should be reasonably interpreted in the context of, and limited in application to, LLA’s acquisition of AT&T Mobility PR and AT&T Mobility USVI. LLA certifies as true and correct, under penalties outlined in 18 U.S.C. § 1001, all statements LLA or its representatives have made to the USG Parties or other 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

For purposes of this LOA, the following definitions apply:

a. “Access” means: (1) to enter a location; and (2) to obtain, read, copy, edit, divert, release, affect, alter the state of, or otherwise view data or systems in any form, including through information technology (IT) systems, cloud computing platforms, networks, security systems, and equipment (software and hardware). For the avoidance of doubt, Access shall be construed broadly to include rather than exclude considered conduct.

b. “Call Detail Record” (“CDR”) means the data records or call log records that contain information about each call made by a user and processed by switch, call manager, or call server.

c. “Classified Information” means any information determined pursuant to Executive Order 13526, as amended or superseded, or the Atomic Energy Act of 1954, or any statute that succeeds or amends the Atomic Energy Act, to require protection against unauthorized disclosure.

d. “Customer Proprietary Network Information” (“CPNI”) means as set forth in 47 U.S.C. § 222(h)(1).

e. “Date of this LOA” means the date on which LLA executes this LOA.

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 any Applicant 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, the Applicant to provide, process, direct, control, supervise, or manage DC, but does not include but would not include the systems of entities for which LLA 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. “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 DC, call-associated data, transactional data, Subscriber Information, or associated records.
  - l. “Managed Network Service Provider” or “MNSP” means any third party that has Access to Principal Equipment for the purpose of:
    - (i) network operation; provisioning of Internet and telecommunications services; routine, corrective, and preventative maintenance, including switching, routing, and testing; network and service monitoring; network performance, optimization, and reporting; network audits, provisioning, creation and implementation of modifications or upgrades; or
    - (ii) provision of DC or operation of DCI, including: customer support; Operations Support Systems (“OSS”); Business Support Systems (BSS); Network Operations Centers (“NOCs”); information technology; cloud operations/services; 5G (SDN, NFV, Applications); and datacenter services and operations.
  - m. “Network Operations Center” or “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 System Security Plan” or “NSSP” means a network system security plan with respect to the DCI that addresses information security, remote access, physical security, cybersecurity, third-party contractors, Outsourcing and Offshoring, maintenance and retention of system logs, protection of Lawful U.S. Process, protection of U.S. records obtained from customers or through provision of services, and data breach notifications.
  - o. “Offshore” means performing obligations of this LOA using entities and personnel outside of the territorial limits of the United States, whether or not those entities or personnel are employees of LLA.
  - p. “Outsource” means, with respect to DC, supporting the services and operational needs of LLA at issue in this LOA using contractors or third parties.

q. “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).

r. “Principal Equipment” means all telecommunications and information network equipment (including hardware, software, platforms, OS, applications, protocols) that supports telecommunications or information services, functions, or operations.

s. “Security Incident” means:

- (i) Any known or suspected breach of this LOA, including a violation of any approved policy or procedure under this LOA.
- (ii) Any unauthorized Access to, or disclosure of, PII, or Sensitive Personal Data;
- (iii) Any unauthorized Access to, or disclosure of, 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 a service or denial of a service;
  - B. Unauthorized processing or storage of data;
  - C. Unauthorized modifications to system hardware, firmware, or software; or
  - D. Attempts from unauthorized sources to Access systems or data if these attempts to Access systems or data may materially affect company’s ability to comply with the terms of this LOA.

t. “Sensitive Personal Data” means sensitive personal data as set forth in 31 C.F.R. § 800.241.

u. “Subscriber Information” means any information of the type referred to and accessible subject to the procedures set forth in 18 U.S.C. § 2703(c)(2) or 18 U.S.C. § 2709, as amended or superseded.

v. “U.S. Records” means LLA’s customer billing records, Subscriber Information, PII, CDRs, CPNI, and any other information (*e.g.*, geo-location data, Sensitive Personal Data, or information disclosing PII) used, processed, or maintained in the ordinary course of business related to the services offered by LLA 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. LLA 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 the USG Parties. The LEPOC shall be a non-dual U.S. citizen residing in the United States or its territories unless the USG Parties otherwise agree in writing. The LEPOC must be approved by the Federal Bureau of Investigations (“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.

3. LLA agrees to provide the LEPOC's PII to the USG Parties within 15 days from when the FCC approves LLA's application.

4. LLA agrees to notify the USG Parties, including the FBI, in writing at least 30 days prior to modifying its LEPOC for the USG Parties objection or non-objection. The USG Parties will object or provide a non-objection within 30 days of receipt.

5. LLA agrees that the designated LEPOC will have Access to all U.S. Records, and, in response to Lawful U.S. Process, will make such records available promptly and, in any event, will respond to the request no later than five days after receiving such Lawful U.S. Process unless the USG Parties grants an extension.

6. LLA agrees to designate and maintain a Security Officer. The Security Officer will have the appropriate authority and skills to implement the terms of this LOA and to address security concerns identified by the USG Parties. The Security Officer will have the appropriate senior-level corporate authority within LLA to perform his/her duties under this LOA. The Security Officer will possess the necessary resources and skills to enforce this LOA and to act as a liaison to the USG Parties regarding compliance with this LOA and to address any national security issues arising during LLA's due course of business. LLA will provide the Security Officer with Access to LLA's business information that is necessary for the Security Officer to perform his/her duties.

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

8. LLA agrees to nominate a proposed candidate for Security Officer to the USG Parties within 15 days from when the FCC approves LLA's application, and thereafter will provide at least ten 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 must be provided within five days of such event) of such proposed change. LLA further agrees to not maintain a vacancy or suspension of the Security Officer position for a period of more than sixty 60 days. All Security Officer nominations 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. LLA agrees to address reasonably any concerns raised by the USG Parties regarding the selection and identity of the Security Officer.

9. With respect to the Security Officer's qualifications, he/she must:

- a. Be a non-dual U.S. citizen residing in the United States;
- b. If not already in possession of a U.S. security clearance, be eligible, at the sole discretion of the USG Parties, to hold and maintain a U.S. Government security clearance at the "Secret" level or higher immediately upon appointment;
- c. Be subject to the screening process described in Paragraph 10 of this LOA; and
- d. Have the appropriate senior-level corporate authority, reporting lines, independence, skills, and resources to enforce this LOA.

10. LLA agrees to implement, either directly or through a vendor, a process to screen existing or newly hired LLA personnel or any personnel of an approved Outsourced or Offshored service provider performing under an agreement with LLA. The personnel screening process shall include background investigations, public criminal records checks, or other analogous means to ascertain a person's trustworthiness. LLA further agrees to provide the USG Parties with a written description of this personnel-screening process no later than 60 days after the Date of this LOA for the

USG Parties objection or non-objection. The USG Parties will object or provide a non-objection within 60 days of receipt.

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

11. LLA agrees to comply with all applicable lawful interception statutes, regulations, and requirements, including the Communications Assistance for Law Enforcement Act (“CALEA”), 47 U.S.C. §§ 1001-1010, and its implementing regulations, as well as comply with all court orders and other Lawful U.S. Process for lawfully authorized Electronic Surveillance. LLA further agrees to certify to the USG Parties its CALEA compliance and to provide network diagrams showing all Electronic Surveillance capabilities for the USG Parties approval within 30 days from when the FCC approves LLA’s application.

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

13. LLA agrees to protect the confidentiality and security of all CALEA requests and Lawful U.S. Process served upon them, and the confidentiality and security of Classified Information, if any, in accordance with U.S. law.

14. Upon receipt of any Lawful U.S. Process, LLA 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.

15. LLA agrees not to provide, or otherwise allow the disclosure of, or Access to, U.S. Records, Domestic Communications, or any call content or call data information, to any Foreign Government or any Foreign person not approved by the USG Parties pursuant to Paragraph 26, without prior written consent of the USG Parties, or a court of competent jurisdiction in the United States.

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

17. LLA agrees to refer any requests for information described in Paragraph 15 from a Foreign person not approved by the USG Parties pursuant to Paragraph 26 or a Foreign Government, including any legal process from a Foreign Government, to the USG Parties as soon as possible, but in no event later than five days after such a request, or legal process, is received by, or made known to, LLA, 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.

18. LLA agrees not to comply with such requests for U.S. Records, Domestic Communications, or any call content or call data information from Foreign Governments and Foreign persons without prior written consent of the USG Parties, or an order of a court of competent jurisdiction in the United States.

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

## **Unauthorized Access and Security Incidents**

20. LLA agrees to take all practicable measures to prevent unauthorized Access to U.S. Records, DC, Classified Information, and the DCI.

21. LLA agrees to take all practicable measures to prevent any unlawful use or disclosure of information relating to U.S. Records, DC, and Classified Information.

22. LLA agrees to draft: (1) a Cyber Security Plan; (2) an updated version of the NSSP; and (3) an updated version of the AT&T Security Policy & Requirements (“ASPRs”), which LLA will provide to the USG Parties within 60 days of the Date of this LOA for objection or non-objection.

23. LLA agrees that the NSSP will address, among other things, 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 LLA in the ordinary course of business, and LLA’s specific plan regarding new contracts or amendments to existing contracts with third-party providers requiring those third parties to notify LLA 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.

24. LLA agrees to provide to the USG Parties updated network diagrams to include all facilities, devices, Points of Presence (PoPs), and NOCs within 30 days from when the FCC approves LLA’s application.

25. LLA agrees to notify the USG Parties at least 30 days prior to changing the location for storage of U.S. Records for the USG Parties’ 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 LLA);
- c. The location where the information is to be stored; and
- d. The factors considered in deciding to store that information in the new location.

26. LLA agrees to notify the USG Parties of all Foreign persons, including employees, vendors, contractors, MNSPs, or other entities or individuals that LLA intends to allow Access to U.S. Records, DC, or DCI. LLA agrees to make such notification no less than 30 days prior to the date for which LLA is seeking such Access be granted for the USG Parties objection or non-objection. LLA further agrees to provide the PII to the USG Parties for each Foreign person identified as requiring such Access.

27. LLA agrees that nothing contained in this LOA will limit or affect the U.S. Government’s authority to grant, deny, modify, or revoke LLA’s Access to Classified Information.

## **Reporting Incidents and Breaches**

28. LLA agrees to report to the USG Parties promptly, and in any event no later than 72 hours, after if it learns of information that reasonably indicates:

- a. A Security Incident;
- b. Unauthorized Access to, or disclosure of, any information relating to services provided by LLA, or referring or relating in any way, to LLA’s customers in the United States or its territories;
- c. Any unauthorized Access to, or disclosure of, U.S. Records or DC in violation of federal, state, or local law; or
- d. Any material breach of the commitments made in this LOA.

29. LLA agrees to require any third-party service provider to disclose to LLA 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.

30. LLA agrees to notify the USG Parties, including the points of contact (POC) listed in Paragraph 43, in writing of any of the Security Incidents or breaches described in Paragraphs 28 or 29 of this LOA. Consistent with Paragraph 28, the notification shall take place no later than 72 hours after LLA or any third party providing Outsourced or Offshored services to LLA discovers the incident, intrusion, or breach has taken or is taking place, or sooner when required by statute or regulations.

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

<https://www.cpnireporting.gov/cpni/content/disclaimer.xhtml?dswid=8089>

### **Principal Equipment**

32. LLA agrees to provide the USG Parties within 30 days from when the FCC approves LLA's application, a Principal Equipment List for the USG Parties' 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.

33. LLA agrees to notify the USG Parties in writing at least 30 days prior to introducing any new Principal Equipment or modifying any of its Principal Equipment for the USG Parties' objection or non-objection.

34. LLA agrees to provide the USG Parties 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 or systems or software used with or supporting the Principal Equipment. The USG Parties will object or non-object to such new Principal Equipment or modification to the Principal Equipment within 30 days of receipt of notice. Lack of a USG Parties' response shall be deemed a non-objection.

### **Outsourced and Offshored Services**

35. LLA agrees to provide the USG Parties within 30 days from the date LLA receives the FCC's approval, a list of all Outsourced or Offshored service providers that provide services to LLA for the USG Parties' 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, 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 or non- public entities.

36. LLA agrees to notify the USG Parties in writing no less than 30 days prior to the use of any new Outsourced or Offshore service providers that will provide any of the services described in Paragraph 35(a)-(f).

37. The USG Parties agrees to object or non-object to any new Outsourced or Offshore service providers, within 30 days of receiving notice. Lack of the USG Parties response shall be deemed a non-objection.

### **Network Operations Centers**

38. LLA agrees to notify the USG Parties in writing at least 60 days prior to changing the location of its Network Operations Centers for the USG Parties' objection or non-objection. Lack of a USG Parties' response shall be deemed a non-objection.

### **Peering Agreements and Interconnecting Carriers**

39. LLA agrees to provide the USG Parties with lists of its existing peering agreements and interconnecting carriers on a biannual basis beginning six months from the Date of this LOA.

40. LLA agrees to provide additional lists of its peering agreements and interconnecting carriers within 14 days upon the USG Parties' request.

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

41. LLA agrees to provide the USG Parties notice of any material 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. LLA also agrees to provide the USG Parties 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 LLA's debts.

42. LLA agrees to provide the USG Parties notice of any material change to its current portfolio of services offering, including offering other services beyond its current service portfolio or offering any additional over-the-top services, cloud-based services, or 5G-based services, no less than 30 days in advance of such change for the USG Parties objection or non-objection. Lack of a USG Parties' response shall be deemed a non-objection.

### **Annual Report**

43. LLA agrees to provide an annual report to the USG Parties regarding the company's compliance with this LOA, to include:

- a. Certification that there were no changes during the preceding year (where no changes were reported to the USG Parties during the year);
- b. Notice(s) regarding the company's handling of U.S. Records, DC, and Lawful U.S. Process (*i.e.*, whether handled properly and in accordance with the assurances

- contained herein) including a list of individuals with access to U.S. Records, DC, and Classified Information;
- c. notification(s) of the installation and/or purchase or lease of any Foreign-manufactured Principal Equipment (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) or interconnection relationships;
  - e. Updated network diagrams showing all facilities, devices, PoPs, and NOCs;
  - f. Updated NSSP, Cyber Security Plan, and ASPRs;
  - 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. A re-identification of the location that LLA stores U.S. Records;
  - i. Recertification of the services that LLA provides or confirmation that no additional services are being offered;
  - j. A re-identification of the name of and contact information of the LEPOC and Security Officer;
  - k. An identification of any facilities that LLA maintains for the purpose of storing Classified Information;
  - l. Notification of all of LLA's filings or notices to the FCC in the prior year, and a copy of these filings if requested by the USG Parties;
  - m. Certification of LLA's compliance with CALEA and any other applicable U.S. lawful interception statutes, regulations, and requirements;
  - n. A description of the services that LLA provides in the United States and the specific services provided using the domestic and international Section 214 authorizations as well as services it provides in the United States that do not require Section 214 authority; and
  - o. 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 the LOA and every year thereafter. LLA 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 USG Parties identifies to LLA in the future: Lee Licata, USDOJ (at [Lee.Licata@usdoj.gov](mailto:Lee.Licata@usdoj.gov)); Loyaan Egal, USDOJ and Eric Johnson, USDOJ (at [Compliance.Telecom@usdoj.gov](mailto:Compliance.Telecom@usdoj.gov)); and Barbara Key, DoD (at [Barbara.M.Key.Civ@mail.mil](mailto:Barbara.M.Key.Civ@mail.mil)). Upon the USG Parties' request, LLA agrees to provide the USG Parties with paper copies of any annual report, notices, or communications required under this LOA.

### **Site Visits**

44. LLA agrees to permit the USG Parties' requests for site visits and approve all requests to conduct on-site interviews of LLA employees with at least 24 hours' advanced notice. Nothing in this provision shall be construed as limiting or otherwise prohibiting USDOJ from discharging its obligations in circumstances deemed extraordinary.

### **Miscellaneous**

45. If the USG Parties finds that the terms of this LOA are inadequate to resolve any national security, law enforcement, or public safety concerns, LLA agrees to resolve the USG Parties' concerns, according deference to the USG Parties' views on the need for modification. Rejection of a proposed modification shall not alone be dispositive, but failure to resolve national security, law enforcement, or public safety 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 LLA or its successors-in-interest, or any other appropriate enforcement action required to address the concern.

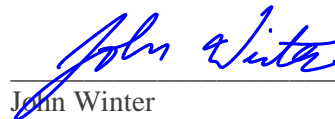
46. LLA agrees that in the event that LLA breaches the commitments set forth in this LOA, to include conduct contrary to the USG Parties' timely objection to any notice submitted pursuant to this LOA, the USG Parties may request that the FCC modify, condition, revoke, cancel, enter other declaratory relief, or render null and void any relevant license, permit, or other authorization granted by the FCC to LLA or its successors-in-interest, in addition to pursuing any other remedy available by law or equity.

47. 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.

48. LLA, or its affiliate, is entering into a Transition Services Agreement ("Transition Agreement") with AT&T Corp. Pursuant to that Transition Agreement, one or more affiliates of AT&T will provide certain services to one or more affiliates of LLA, which services will be required for LLA to fulfill certain of its obligations under this LOA during the term of the Transition Agreement. Nothing in this paragraph relieves LLA from the commitments in this LOA.

49. LLA understands that, upon execution of this LOA by an authorized representative or attorney, or shortly thereafter, the USG Parties agree to notify the FCC that they do not object to the FCC's consent to LLA's application.

Sincerely,



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John Winter  
Senior Vice President, Chief Legal Officer  
& Secretary  
July 1, 2020  
**Liberty Latin America Ltd.**