

**Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, DC 20554**

In the Matter of	)	
	)	
Cincinnati Bell, Inc. and	)	File Nos. WC Docket No. 20-146
Red Fiber Parent LLC	)	ITC-T/C-20200515-00070
	)	ITC-T/C-20200515-00071
Application for Consent to Transfer	)	ITC-T/C-20200515-00072
Control of Authorization Pursuant to	)	SCL-T/C-20200520-00020
Section 214 of the Communications Act,	)	SCL-T/C-20200520-00021
as Amended, the Cable Landing License	)	ISP-PDR-20200515-00003
Act of 1921, and a Petition for	)	
Declaratory Ruling to Permit Foreign	)	
Investment above the 25% benchmark in	)	
section 310(b)(4) of the Act	)	

**PETITION TO ADOPT CONDITIONS TO  
AUTHORIZATIONS AND LICENSES**

Pursuant to Executive Order 13913, the National Telecommunications and Information Administration (NTIA) submits this Petition to Adopt Conditions to Authorizations and Licenses (Petition) on behalf of the Committee for the Assessment of Foreign Participation in the United States Telecommunications Services Sector (Committee).<sup>1</sup> Through this Petition, and pursuant to section 1.41 of the Commission’s Rules, the Committee advises the Commission that it has no objection to the Commission approving the above-captioned application, provided that the Commission conditions its approval on the assurances of Cincinnati Bell, Inc., and Red Fiber Parent LLC (the Parties), to abide by the commitments and undertakings set forth in the two March 12, 2021, Letters of Agreement (LOAs), copies of which are attached hereto.<sup>2</sup>

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<sup>1</sup> Exec. Order No. 13913, § 9(h), 85 Fed. Reg. 19643, 19647-48 (2020). The Executive Order directs the Committee to “assist the [Commission] in its public interest review of national security and law enforcement concerns that may be raised by foreign participation in the United States telecommunications services sector.” *Id.* § 3(a), 85 Fed. Reg. at 19643.

<sup>2</sup> 47 C.F.R. § 1.41.

Pursuant to section 214 of the Communications Act of 1934, as amended, the Commission must determine whether a proposed transfer of control of any section 214 authorization will serve the public interest, convenience, and necessity.<sup>3</sup> Further, section 310(b)(4) of the Communications Act limits foreign investment in and ownership of a parent company of specified radio licensees, unless the Commission determines that a higher level of ownership would be consistent with the public interest.<sup>4</sup> In addition, section 2 of the Cable Landing License Act authorizes the President to withhold, revoke, or condition a submarine cable landing license if the President determines that such action would, among other things, “promote the security of the United States.”<sup>5</sup> In 1954, the President delegated that authority to the Commission, subject to a requirement that it not act on an application without first obtaining “such advice from any executive department or establishment of the Government as the Commission deems necessary.”<sup>6</sup> As part of the that public interest analysis, the Commission considers whether any such application raises national security, law enforcement, foreign policy, or trade policy concerns related to the applicant’s foreign ownership.<sup>7</sup> With regard to these concerns, the Commission has long sought the expertise of the relevant Executive Branch agencies and has accorded deference to their expertise when they have identified such concerns in a particular application.<sup>8</sup>

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<sup>3</sup> 47 U.S.C. § 214(a); *Applications of Cable & Wireless Plc and Columbus New Cayman Limited for Transfer of Control of Cable Landing Licenses and Section 214 Authorizations*, Memorandum Opinion and Order, 30 FCC Rcd 12730, 12734, ¶ 8 (2015).

<sup>4</sup> 47 U.S.C. § 310(b)(4). *See also Market Entry and Regulation of Foreign-affiliated Entities*, Report and Order, 11 FCC Rcd 3873, 3941-42, ¶ 17938 (1995) (*1995 Foreign Market Entry Order*).

<sup>5</sup> 47 U.S.C. § 35.

<sup>6</sup> Exec. Order No. 10530, § 5(a), 19 Fed. Reg. 2709, 2711 (1954). *See also* 47 C.F.R. § 1.767(b).

<sup>7</sup> *See Market Entry and Regulation of Foreign-affiliated Entities*, Report and Order, 11 FCC Rcd 3873, 3888, ¶¶ 38-39 (1995).

<sup>8</sup> *Id.* at 3888, ¶ 39.

After discussions with representatives of the Parties in connection with the above-captioned application, the Committee has concluded that the additional commitments set forth in the LOAs will help ensure that those agencies with responsibility for enforcing the law, protecting the national security, and preserving public safety can proceed appropriately to satisfy those responsibilities.

Accordingly, NTIA, on behalf of the Committee, advises the Commission that the Committee has no objection to the Commission granting the above-captioned application, provided that the Commission conditions its consent on compliance with the March 12, 2021 LOAs attached to this filing.

Respectfully submitted,



Kathy Smith  
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March 26, 2021

March 12, 2021

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Dear Mesdames/Messrs.:

This Letter of Assurances (“LOA”) outlines the commitments made by Hawaiian Telcom Inc. (“HT”) to the U.S. Department of Homeland Security (“DHS”), the U.S. Department of Justice (“DOJ”), and the U.S. Department of Defense (“DOD”)(collectively, the “USG Parties”) to address national security and law enforcement risks raised with regard to an application filed by Red Fiber Parent LLC (“Red Fiber”) and Cincinnati Bell Inc. (“Cincinnati Bell”) with the Federal Communications Commission (“FCC”) requesting approval for the transfer of indirect control of HT, a subsidiary of Cincinnati Bell, to Red Fiber.<sup>1</sup> HT holds the cable landing licenses for the Hawaii Island Fiber Network (“HIFN”)<sup>2</sup> and the Hawaii Inter-Island Cable System (“HICS”).<sup>3</sup> HIFN is a submarine cable system that connects the six

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<sup>1</sup> FCC File No. SCL-T/C-20200520-00020

<sup>2</sup> FCC File No. SCL-LIC-19950627-00024

<sup>3</sup> FCC File No. SCL-LIC-19921015-00008

major Hawaiian Islands: Kauai, Oahu, Molokai, Lanai, Maui, and Hawai'i. HICS is a subsea cable system that connects four of the six Hawaiian Islands: Kauai, Oahu, Maui, and Hawai'i.

HT certifies as true and correct, under penalties outlined in 18 U.S.C. § 1001, all statements HT or its representatives have made to the USG Parties, including the Federal Bureau of Investigation, and the FCC in the course of the review of the above-referenced application that the Committee for the Assessment of Foreign Participation in the United States Telecommunications Services Sector ("Committee") conducted pursuant to Executive Order 13913. HT hereby adopts those statements as the basis for this LOA.

This LOA replaces an earlier LOA executed by HT to DHS and DOJ on December 7, 2012 ("2012 LOA"). HT has agreed to provide this LOA to the USG Parties, and HT understands the FCC will be petitioned to condition the cable landing licenses for HIFN and HICS on compliance with this LOA. HT understands that this LOA supersedes the 2012 LOA, and upon grant of this application by the FCC, the 2012 LOA will be terminated.

For purposes of this LOA:

- A. "Access" means the ability to physically or logically undertake any of the following actions: (a) read, divert, or otherwise obtain non-public information or technology from or about software, hardware, a system or a network; (b) add, edit or alter information or technology stored on or by software, hardware, a system or a network; and (c) alter the physical or logical state of software, hardware, a system or a network (e.g., turning it on or off, changing configuration, removing or adding components or connections).
- B. "Domestic Communications" means: (a) Wire Communications or Electronic Communications (whether stored or not) between one location within the United States, including its territories to another location within the United States, including its territories to; or (b) 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.
- C. "Cable Domestic Communications Infrastructure" or "DCI" means: (a) any portion of HIFN or HICS that physically is located in the United States, up to and including 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., Microsoft Office) used by or on behalf of HT for HIFN or HICS to provide, process, direct, control, supervise, or manage Domestic Communications; and (b) Network Operations Center ("NOC") facilities, as defined in Section E below.
- D. "Electronic Communication" has the meaning given it in 18 U.S.C. § 2510(12).

- E. "Network Operations Center" or "NOC" means the locations and facilities designated as such by HT for purposes of performing network management, monitoring, maintenance, or other operational functions for HIFN and HICS.
- F. "Cable Principal Equipment" means the primary electronic components of HIFN and HICS, which comprises the DCI and Wet Infrastructure. Cable Principal Equipment consists of: 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"); interface equipment; wavelength selective switch ("WSS") technology; wave division multiplexing ("WDM"); dense wave division multiplexing ("DWDM"); coarse wave division multiplexing ("CWDM"); optical carrier network ("OCx") equipment, as applicable; all embedded software for the equipment; any non-embedded software used for monitoring, administration, or provisioning HIFN or HICS (with the exception of COTS software used for common business functions, *e.g.*, Microsoft Office); and any other such equipment, whether physical or logical, that performs the functions of the equipment described in this definition that HT may use in the normal course of business.
- G. "Screened Personnel" has the meaning given it in Section 10 below.
- H. "Wet Infrastructure" means hardware components installed and residing on the undersea portion of HIFN and HICS, including fiber optic cables, repeaters, branching units, and routers (if any). Wet Infrastructure includes all the components used to define the topology of the undersea portion of HIFN and HICS.
- I. "Wire Communication" has the meaning given it in 18 U.S.C. § 2510(1).

HT undertakes to comply with the following commitments:

### **1. Security Point of Contact**

HT agrees to maintain a Security Point of Contact ("POC") for each cable for purposes of this LOA. One POC may act as the POC for both cables. The POC(s) will possess the appropriate authority, reporting lines, independence, skills and resources to ensure compliance with the terms of this LOA. The POC(s) will be a U.S. citizen and, to the knowledge of HT, will be eligible to hold U.S. Government security clearances at the "Secret" level or higher. HT agrees to nominate its proposed POC(s) within **30 days** of the execution of this LOA. HT understands that the POC nomination(s) will be subject to the USG Parties' review and approval and may be subject to a background check at the sole discretion of the USG Parties. In order to facilitate this, HT will provide the name, date of birth, place of birth, social security number, and passport

number of the nominee(s), and will subsequently provide any other information requested by the USG Parties.

The POC(s) will be available twenty-four (24) hours per day, seven (7) days per week, regarding any national security or law enforcement risks that the USG Parties may identify with respect to HIFN or HICS. Upon request by the USG Parties, the POC(s) will make himself/herself available in person within the United States within **72 hours** at a date and location as deemed necessary by the USG Parties. The POC(s) will be responsible for receiving and promptly effectuating any lawful inquiries or requests for information, and HT will ensure that the POC(s) has sufficient authority to effectuate compliance with obligations set forth in this LOA.

HT agrees to notify the USG Parties of any proposed change to the POC(s) at least **15 days** in advance (except in the case of the unexpected firing, resignation or death of a POC in which case such written notice must be provided within **5 days** of such event) of such proposed change. HT understands that any proposed POC will be subject to the USG Parties' review and approval pursuant to this Section as outlined above.

## 2. Cable System Information

Within **45 days** of the execution of this LOA, and, thereafter, within **30 days** upon request by the USG Parties, HT agrees to make available the following HIFN and HICS information:

- (a) network management information, including: (1) a network map that includes physical and logical topology, including any terrestrial backhaul from the cable landing stations to SLTE locations or other facilities housing HIFN or HICS Cable Principal Equipment; (2) network and telecommunications architecture descriptions and associated descriptions of interconnection points and controlled gateways to the DCI and Wet Infrastructure; (3) network operational plans, processes, and procedures; (4) locations and functions of any NOCs, data centers, and main distribution facilities; (5) an organizational chart, to include specific reference to the names and positions of senior HT officials responsible for operations of HIFN and HICS, and/or senior officials of any third parties performing such duties on behalf of HT; and (6) descriptions of interfaces and connections to HIFN and HICS for service offload, disaster recovery, or administrative functions;
- (b) a complete and current list of all contracts held by HT or its designee(s) for the maintenance, repair and security of HIFN and HICS; and
- (c) a restoration plan for the Cable Principal Equipment and the Wet Infrastructure for HIFN and HICS.

Within **45 days** of the execution of this LOA, HT agrees to confirm to the USG Parties in writing the location of the HIFN and HICS NOCs, and other facilities with NOC functionality, and the

controller, operator, or manager for, the HIFN and HICS NOCs. HT understands the USG Parties will approve or disapprove the locations within **45 days** of acknowledgement of receipt or as otherwise agreed to by HT and the USG Parties, with the right of approval not waived unless provided in writing by the USG Parties. HT agrees to notify the USG Parties of any proposed change to the NOC locations, or operators, to include the addition of new NOC locations, at least **45 days** in advance of such proposed change. HT understands the USG Parties will approve or disapprove the new operator, location or locations within **45 days** of acknowledgement of receipt or as otherwise agreed to by HT and the USG Parties, with the right of approval not waived unless provided in writing by the USG Parties.

### **3. Cable Principal Equipment List**

Within **45 days** of the execution of this LOA, HT agrees to provide the USG Parties with a list to include:

- (a) a complete and current list of all Cable Principal Equipment, 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, repairing, or maintaining the Cable Principal Equipment.

Objections to the Cable Principal Equipment List will be handled pursuant to Section 7.

At the sole discretion of the USG Parties, HT agrees to supplement in writing the foregoing definition of Cable Principal Equipment to address subsequent technological developments with submarine systems.

### **4. Modifications to Existing Cable Principal Equipment**

HT agrees to provide the USG Parties at least **30 days'** advance notice prior to any maintenance, repair, or replacement that would result in any modification to the quantum, function, configuration, operation, or location of existing Cable Principal Equipment for HIFN or HICS. With any such notice, HT may request that the USG Parties waive the notice obligation of this Paragraph 5 for substantially similar modifications in the future. For the avoidance of doubt, modifications requiring notice to the USG Parties do not include routine software updates pushed through by approved vendors.

The 30 days' advance notice requirement is waived 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 HIFN or HICS; however, in such circumstances, HT agrees to provide advance notice to the USG Parties of the modification, if practicable, and, if impracticable, HT agrees to provide notice within **10 days** after the maintenance, repair, or replacement. This notice will include a detailed description of the equipment replaced and the circumstances surrounding the need to replace the Cable Principal Equipment without 45 days' advance notice.

HT may continue to utilize any Cable Principal Equipment maintained, repaired, or replaced pursuant to the process outlined in this Section, provided that the USG Parties do not object pursuant to Section 7. In the event of such an objection, HT will not begin reliance upon, expand existing deployment, or enhance the capabilities of any Cable Principal Equipment to which the USG Parties have objected, and HT agrees to meet, confer, and otherwise attempt in good faith to resolve the USG Parties' objection. Until the objection is resolved, HT will not upgrade, install, replace, or service any objectionable Cable Principal Equipment without written authorization from the USG Parties.

## **5. Change in Vendors, Contractors, or Subcontractors for Cable Principal Equipment**

HT agrees to provide at least **30 days'** advance notice prior to any change to the list of vendors, contractors, or subcontractors involved in providing, installing, operating, managing, repairing, or maintaining the Cable Principal Equipment.

In addition, HT agrees to provide at least **30 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).

Objections to any new vendor, contractor, or subcontractor for the Cable Principal Equipment or the proposed service offerings thereof will be handled pursuant to Section 7.

## **6. Equipment Testing**

HT agrees to provide at least **30 days'** advance notice prior to initiating the testing of any new Cable Principal Equipment connected to HIFN or HICS by any vendor not already on the approved Cable Principal Equipment List. Objections to any testing proposed pursuant to this Section will be handled pursuant to Section 7.

Prior to deployment of any distributed acoustic sensing technology onto the marine portion of this cable, HT agrees to receive the approval of the United States Navy.

HT will provide notice to [osd.pentagon.dod-cio.list.team-telecom@mail.mil](mailto:osd.pentagon.dod-cio.list.team-telecom@mail.mil) prior to the deployment, with a courtesy copy to DHS.

## **7. Objection Resolution**

Within **90 days** of receipt of any notice provided by HT pursuant to Sections 4, 5, or 6, the USG Parties shall either provide written approval or disapproval to HT of the action described in such notice. If within the 90-days approval/disapproval period the USG Parties seek additional information from HT, the approval/disapproval period shall be extended by the number of days the USG Parties awaited the requested information. In the event of a disapproval, HT will not expand the existing deployment or enhance the capabilities of any Cable Principal Equipment of which the USG Parties have disapproved, and HT agrees to meet, confer and resolve the USG Parties' objection. Until the USG Parties' disapproval is resolved, HT will not upgrade, install, replace, or service any disapproved Cable Principal Equipment without written authorization from the USG Parties.

## **8. Measures to Prevent Improper Use and Unauthorized Logical Access**

HT agrees to take practicable measures to prevent unauthorized logical access to HIFN and HICS and to prevent any unlawful use or disclosure of information carried on the same, and HT will include these measures in the policies that HT will develop and implement pursuant to this LOA. For purposes of this Section, such "practicable measures," at a minimum, include effectuating compliance with all applicable U.S. laws and regulations governing cybersecurity, information security, and privacy and will be measures consistent with best practices and guidelines, such as but not limited to the Cybersecurity Framework of the National Institute of Standards and Technology and 27001 Series standards of the International Organization for Standardization. These measures should also include items such as configuration management, security audits, and system interconnection documentation, as well as contractual safeguards and screening procedures for personnel with logical access to the DCI.

HT agrees to take appropriate measures to protect and promote resiliency of HIFN and HICS, including measures to ensure that security patches for systems and applications are up to date.

HT agrees to maintain or exceed security standards and best practices utilized within the U.S. telecommunications industry for maintenance of password systems and firewalls, monitoring and oversight of logical access to HIFN and HICS, maintenance of non-destructive logical access logs, and periodic internal audits of network security and associated network devices.

HT agrees to submit a policy regarding logical security measures for each cable adopted in accordance with the requirements of this Section to the USG Parties within **90 days** of the date of execution of this LOA. The USG Parties will approve or disapprove the policy within **90 days** of receipt.

## 9. Physical Security Measures

HT agrees to take practicable measures to physically secure HIFN and HICS, including the DCI and Wet Infrastructure. HT will screen appropriate personnel in accordance with Section 10 below, and HT will require that all persons who physically access the DCI are escorted at all times by Screened Personnel, as defined herein.

HT agrees to submit a policy setting forth its physical security measures for each cable to the USG Parties within **90 days** of the date of execution of this LOA. The USG Parties will approve or disapprove the policy within **90 days** of receipt.

## 10. Screening of Personnel

HT agrees to implement, either directly (including through an affiliate) or through a vendor or service provider, a process to screen any existing or newly hired HT personnel (or any personnel performing under an agreement or arrangement with HT) in, at minimum, the following circumstances:

- (a) any person whose position could involve logical access to the DCI; and
- (b) any person charged with securing the DCI.

HT's personnel screening process will 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. Upon satisfactory completion of the requirements set forth in the screening policy, such persons will be considered "Screened Personnel."

HT agrees to submit the screening policy to the USG Parties within **90 days** of the execution of this LOA. The USG Parties will approve or disapprove the policy within **90 days** of receipt. HT agrees to cooperate with any request by the USG Parties to provide additional identifying information regarding Screened Personnel.

## 11. Reporting Incidents and Breaches

HT agrees to report to the USG Parties within **48 hours** if it learns of information that reasonably indicates:

- (a) unauthorized third-party access to, or disruption or corruption of, HIFN or HICS or any information being carried on HIFN or HICS.

- (b) any other unauthorized access to or disclosure of Domestic Communications on HIFN or HICS in violation of federal, state, or local law; or
- (c) any material breach of the commitments made in this LOA.

Upon request by the USG Parties, HT agrees to submit in writing a follow-up report describing in greater detail the incident and HT's steps to remediate the incident to the USG Parties within **15 days** of discovery of the relevant conduct. HT also agrees to submit in writing supplementary information regarding any follow-up report until such evaluation is complete. HT agrees to remediate any incidents or breaches reported pursuant to this provision to the satisfaction of the USG Parties.

## **12. Instruction of Obligations**

HT agrees to instruct appropriate officers, employees, contractors, and agents as to HT's obligations under this LOA, including the individuals' duty to report any violation, and to issue periodic reminders of such obligations.

HT agrees to issue initial instructions in writing and provide appropriate live training within **90 days** of the execution of this LOA, and HT agrees to submit a copy of such instructions to the USG Parties at the same time. HT agrees to issue updated instructions or training annually thereafter.

## **13. Change in Services or Cable Operations**

HT agrees to notify the USG Parties in writing at least **30 days** prior to implementing any changes to the communications services or operations of HIFN or HICS. HT agrees to provide a detailed description of the proposed change including the terms, conditions, individuals and/or entities involved in making the change to the communications services or operations.

## **14. Change in Control**

If HT learns of any information that reasonably indicates that any single foreign entity or individual, other than those already identified, has or likely will obtain an ownership interest, whether direct or indirect, in HT, HIFN, or HICS above ten (10) percent, or if any foreign entity or individual, singly or in combination with other foreign entities or individuals, has or likely otherwise will gain either: (i) control, as determined in accordance with 47 C.F.R. § 63.09(b); or

(ii) *de facto* or *de jure* control of HT, HIFN, or HICS. HT agrees to provide notice in writing to the USG Parties within **15 days**. Notice under this Section will, at a minimum:

- (a) identify the entity or individual(s) acquiring control (specifying the name, addresses, and telephone numbers of the entity or individual(s));
- (b) identify the beneficial owners of any such increased or prospective increased ownership interest in HT, HIFN, or HICS by the entity or individual(s) (specifying the name, addresses, and telephone numbers of each beneficial owner); and
- (c) quantify the amount of ownership interest that the entity or individual(s) has or likely will obtain in HT, HIFN, or HICS and, if applicable, the basis for their prospective control of HT, HIFN, or HICS.

## 15. Annual Report

On the anniversary of the date of this LOA, HT agrees to submit to the USG Parties a report assessing HT'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 POC(s);
- (b) Cable System Information, as described in Section 2 above, noting any changes during the reporting period;
- (c) an updated Cable Principal Equipment List containing all information described in Section 3 above, identifying any modifications during the reporting period;
- (d) a copy of the then-current policies adopted in accordance with this LOA, including policies for logical security (Section 8), physical security (Section 9), screening (Section 10), incident reporting (Section 11), and employee training (Section 12), and a summary of any changes during the reporting period and the reasons therefor;
- (e) 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;
- (f) 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;

## 16. Third-Party Audit

At its sole discretion, but no more frequently than once every calendar year, unless the original audit is found by the USG Parties to have been unsatisfactory, the USG Parties may request a third-party audit of HT's compliance with the terms of this LOA.

- (a) Within **60 days** of the USG Parties requesting a third-party audit, HT will nominate two third-party auditors, subject to the approval of the USG Parties. Within **60 days** of the nominations, the USG Parties will approve or disapprove the nominated third-party auditor firms.
- (b) If the USG Parties disapprove of either of the nominated third-party auditors, HT agrees to nominate, within **30 days** of such objection, another third-party auditor. If the USG Parties disapprove the nomination of a supplemental third-party auditor, HT will provide to the USG Parties 3 additional candidates to be considered for third-party auditor from which the USG Parties may choose at their discretion.
- (c) As part of the auditor nomination and approval process, the USG Parties may condition approval of a nominated auditor on HT providing information regarding HT's and the nominated auditor's pre-existing relationship (if any).
- (d) HT will be solely responsible for any costs associated with any third-party audit carried out pursuant to this Section. The USG Parties, however, will consider avoidance of unreasonable costs as a factor when exercising their rights under this Section.
- (e) HT will ensure the selected third-party auditor submits, prior to commencing the audit, a methodology and proposed scope of audit, both of which will be subject to the USG Parties' approval.
- (f) HT will ensure that the executed engagement agreement with the third-party auditor is provided to the USG Parties within **5 days** of execution.
- (g) The third-party auditor will promptly deliver to the USG Parties and HT all reports and related information generated or gathered during its review that relate directly to HT's compliance with the terms of this LOA and agrees to meet independently with the USG Parties upon request.

## 17. Consultation and Visitation

HT agrees to meet and confer with the USG Parties and to resolve to the satisfaction of the USG Parties any concerns the USG Parties may raise regarding compliance with this LOA.

HT agrees to negotiate in good faith to resolve to the satisfaction of the USG Parties any national security or law enforcement risks the USG Parties may identify with respect to any matters set forth in this LOA.

HT agrees that, upon **48 hours** advance notice, except when due to exigent circumstances such advance notice is not practicable, the USG Parties may visit HT, HIFN, and/or HICS facilities to conduct on-site reviews to verify the implementation of and compliance with the terms of this LOA. Subject to applicable law, HT will provide unimpeded access to any documents, information, facilities, and personnel necessary to verify compliance with the terms of this LOA on the understanding that when advance notice of a visit is not provided, HT will provide the USG Parties with access to documents, information, facilities, and personnel within **24 hours** of such an access request.

## 18. Computing Time

In computing any time period pursuant to this LOA, the below rules apply.

- (a) For any period stated in days:
  - i. the day of the event that triggers the period is excluded;
  - ii. every day thereafter is counted, including intermediate Saturdays, Sundays, and federal holidays, except for those days that are tolled pursuant to Section 18(c); and
  - iii. the last day of the period is included, but if the last day is a Saturday, Sunday, or federal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or federal holiday.
- (b) For any period stated in hours:
  - i. begin counting immediately on the occurrence of the event that triggers the period;

- ii. count every hour, including hours during intermediate Saturdays, Sundays, and federal holidays, except for those hours that are tolled pursuant to Section 18(c).; and
  - iii. if the period would end on a Saturday, Sunday, or federal holiday, the period continues to run until the same time on the next day that is not a Saturday, Sunday, or federal holiday.
- (c) Any approval provision applicable to the USG Parties pursuant to this LOA shall be tolled during a lapse in appropriations or any time when the Federal government in the greater Washington, D.C. area is closed.

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

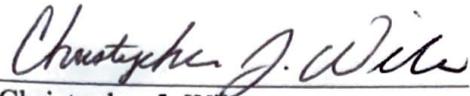
HT agrees that, in the event that HT breaches the commitments set forth in this LOA, Committee, may, under subsection 10(f) of Executive Order 13913 (“the Executive Order”), request that the FCC take action consistent with subsection 9(b) of the Executive Order, such as to modify, condition, revoke, cancel, terminate, or render null and void any relevant license, permit, or other authorization granted by the FCC to HT or any successors-in-interest, in addition to any other remedy available at law or equity.

If, after this LOA takes effect, the USG Parties or HT believe that changed circumstances warrant modifying or terminating this LOA (including if the USG Parties determine that the terms of this LOA are inadequate or no longer necessary to address national security or law enforcement risks), HT and the USG Parties agree to negotiate in good faith to modify this LOA. Rejection of a proposed modification alone shall not constitute evidence of a failure to negotiate in good faith.

Nothing in this LOA excuses HT from its obligations to comply with all applicable legal requirements and obligations, including all applicable statutes, regulations, requirements, or orders.

HT understands that, upon execution of this LOA by an authorized representative or attorney, or shortly thereafter, the FCC will be notified that there is no objection to grant of the application.

For and on behalf of Hawaiian Telcom Inc.

A handwritten signature in cursive script, reading "Christopher J. Wilson". The signature is written in black ink and is positioned above a horizontal line.

Christopher J. Wilson

Vice President and General Counsel

Hawaiian Telcom Inc.

221 East Fourth Street

Cincinnati, OH 45202

Tel: 513-397-0750

[christopher.wilson@cinbell.com](mailto:christopher.wilson@cinbell.com)



Cincinnati Bell Inc.  
221 East Fourth Street  
Cincinnati, Ohio 45202

March 12, 2021

Chief, Foreign Investment Review Section (FIRS)  
Deputy Chief, Compliance and Enforcement (FIRS)  
On Behalf of the Assistant Attorney General for National Security  
United States Department of Justice  
National Security Division  
175 N Street, NE  
Washington, DC 20530  
[Compliance.Telecom@usdoj.gov](mailto:Compliance.Telecom@usdoj.gov)

Principal Director of Chief Information Officer for Cybersecurity  
U.S. Department of Defense  
1400 Defense Pentagon, Suite 3E1041  
Washington, DC 20301  
[osd.pentagon.dod-cio.list.team-telecom@mail.mil](mailto:osd.pentagon.dod-cio.list.team-telecom@mail.mil)

Subject: FCC File Nos. WC Docket No. 20-146, ITC-T/C-20200515-00070, ITC-T/C-20200515-00071, ITC-T/C-20200515-00072, ISP-PDR-20200515-00003 (TT 20-057 to 063) Applications by Cincinnati Bell, Inc. and Red Fiber Parent LLC for authority pursuant to Section 214 of the Communications Act of 1934, as amended, to transfer indirect control of international Section 214 authorization holders to Red Fiber Parent LLC and authority pursuant to Section 310(b)(4) of the Communications Act of 1934, as amended, to exceed the 25 percent foreign investment benchmark to hold common carrier microwave licenses.

Dear Sir/Madam:

This Letter of Agreement (“LOA” or “Agreement”) sets forth the commitments that Cincinnati Bell, Inc. (“Cincinnati Bell”) and Red Fiber Parent LLC (“Red Fiber”) (collectively “the Parties”) make to the U.S. Department of Justice (“USDOJ”) and the U.S. Department of Defense (“DoD”) (collectively “USG Parties”) to address national security and law enforcement risks arising from the Parties’ application to the Federal Communications Commission (“FCC”) requesting authority to transfer indirect control of international Section 214 authorization holders to Red Fiber Parent LLC pursuant to Section 214 of the Communications Act of 1934, as amended, 47 U.S.C. § 214, and the implementing regulations at 47 C.F.R. § 63.18(e)(1), (2).<sup>1</sup>

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<sup>1</sup> The Parties 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, to hold common carrier microwave licenses.

The Parties certify as true and correct, under penalties outlined in 18 U.S.C. § 1001, all statements that the Parties or their representatives have made to the USG Parties, including the Federal Bureau of Investigation (“FBI”), and the FCC in the course of the review of the above-referenced application that was conducted pursuant to Executive Order 13913,<sup>2</sup> and hereby adopts those statements as the basis for this LOA.

## **Definitions**

1. For purposes of this LOA, the following definitions apply:
  - a. “Access” means: (1) to enter a location; or (2) to obtain, read, copy, edit, divert, release, affect, alter the state of, or otherwise view data or systems in any form, including through information technology (IT) systems, cloud computing platforms, networks, security systems, and equipment (software and hardware). For the avoidance of doubt, Access shall be construed broadly to include rather than exclude considered conduct.
  - b. “Call Detail Record” (“CDR”) means the data records or call log records that contain information about each call made by a user and processed by a switch, call manager, or call server.
  - c. “Customer Proprietary Network Information” (“CPNI”) means as set forth in 47 U.S.C. § 222(h)(1).
  - d. “Date of this LOA” means the date on which the Parties execute this LOA.
  - e. “Domestic Communications” (“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.
  - f. “Domestic Communications Infrastructure” (“DCI”) means any Cincinnati Bell 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, Cincinnati Bell to provide, process, direct, control, supervise, or

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<sup>2</sup> Exec. Order No. 13913, 85 Fed. Reg. 19643 (Apr. 8, 2020).

manage DC but would not include the systems of entities for which Cincinnati Bell has a contracted arrangement for interconnection, peering, roaming, long-distance, or wholesale network access.

g. “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.

h. “Foreign” means non-United States, or its territories.

i. “Geolocation Data” means any information collected by Cincinnati Bell from its customers regarding a customer’s location or the customer’s device location.

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. “Internet Protocol Detail Record” (“IPDR”) means information about internet protocol based usage and other activities that can be used by operation support systems and business systems by recording data statistics that provide network insight on capacity, subscriber usage, and proactive network maintenance.

l. “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.

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

n. “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.

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 Cincinnati Bell.

p. “Outsource” means, with respect to DC, supporting the services and operational needs of Cincinnati Bell at issue in this LOA using contractors or third parties.

q. “Personally Identifiable Information” (“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.”

r. “Principal Equipment” means all telecommunications and information network equipment (*e.g.*, hardware, software, platforms, OS, applications, protocols) that supports core 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 U.S. Records;
- (iii) Any unauthorized Access to, or disclosure of, information obtained from or relating to Government entities; or
- (iv) Any one or more of the following which affect the company's computer network(s) or associated information systems:
  - A. 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;
  - D. Any incident that causes activation of Cincinnati Bell's Emergency Management and Incident Response plan; or
  - E. 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 Cincinnati Bell's customer billing records, Subscriber Information, PII, Sensitive Personal Data, CDRs, IPDRs, CPNI, Geolocation Data, and any other information used, processed, or maintained in the ordinary course of business related to the services offered by Cincinnati Bell 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. Cincinnati Bell agrees to designate and maintain two U.S. law enforcement points of contact ("LEPOC") in the United States who will be subject to prior approval by the USG Parties, including the FBI. One LEPOC shall be designated as a mainland U.S. LEPOC, the other a Hawaii LEPOC. Each LEPOC shall be a 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 USG Parties 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. Cincinnati Bell agrees to provide each LEPOC's PII to the USG Parties within 30 days from the Date of this LOA. The USG Parties agree to object or waive objection to the LEPOC within 15 days from receiving the LEPOC's PII.

4. Cincinnati Bell agrees to notify the USG Parties, including the FBI, in writing at least 15 days prior to modifying its LEPOC for the USG Parties and FBI objection or non-objection. For those cases involving the unexpected firing, resignation, or death of LEPOC, written notice will be provided within five days of such event. In any of these circumstances, the USG Parties and FBI will object or not object to the replacement LEPOC within 30 days of notification.

5. Cincinnati Bell 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 grant an extension.

6. Cincinnati Bell agrees to designate and maintain a Security Officer who is a United States citizen residing in the United States. The Security Officer will 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. 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 Cincinnati Bell 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 or law enforcement issues arising during Cincinnati Bell's due course of business. Cincinnati Bell will provide the Security Officer with Access to Cincinnati Bell'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, 7 days per week, to respond to and address any national security or law enforcement concerns that the USG Parties may raise with respect to Cincinnati Bell 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. Cincinnati Bell agrees to nominate a proposed candidate for Security Officer to USG Parties within 30 days from the Date of this LOA, and thereafter will provide at least 10 days' notice of a Security Officer's departure, and 15 days' prior notice of a new Security Officer designation (except in the case of the unexpected firing, resignation, or death of the Security Officer in which case such written notice of such departure or designation must be provided within 5 days of such event) of such proposed change. Cincinnati Bell further agrees to not maintain a vacancy or suspension of the Security Officer position for a period of more than 60 days. All Security Officer nominations, and any Alternate 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. Cincinnati Bell agrees to address concerns raised by USG Parties regarding the selection and identity of the Security Officer and any Alternate Security Officer.

9. Cincinnati Bell agrees to implement, either directly or through a vendor, a process to screen existing or newly-hired Cincinnati Bell personnel or any personnel of an approved Outsourced or Offshored service provider performing under an agreement with Cincinnati Bell that have Access to Cincinnati Bell's network or U.S. Records. To satisfy its obligation under this Paragraph with respect to the personnel of Outsourced or Offshored service providers, Cincinnati Bell agrees to commit contractually that such Outsourced or Offshored service providers must 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. Cincinnati Bell further agrees to provide the USG Parties with a written description of this personnel-screening process no later than 90 days after the Date of this LOA for the USG Parties's objection or non-objection.

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

10. Cincinnati Bell agrees to comply with all applicable lawful interception statutes, regulations, and requirements, as well as comply with all court orders and other Lawful U.S. Process for lawfully authorized Electronic Surveillance. Cincinnati Bell further agrees to certify to USG Parties its compliance with the Communications Assistance for Law Enforcement Act ("CALEA"), 47 U.S.C. §§ 1001-1010, and its implementing regulations, and that Cincinnati Bell also maintains lawful interception solutions for non-CALEA lawfully authorized Electronic Surveillance, within 30 days from the Date of this LOA.

11. Cincinnati Bell agrees to provide notice of any material modification to its lawful intercept capabilities to USG Parties within 30 days of such modification and will re-certify its compliance with CALEA and its continued maintenance of lawful interception solutions for non-CALEA lawfully authorized Electronic Surveillance, no more than 60 days following its notice to USG Parties of any material new facilities, services, or capabilities.

12. Cincinnati Bell agrees to comply with all Lawful U.S. Process, including process unrelated to Electronic Surveillance.

13. Upon receipt of any Lawful U.S. Process, Cincinnati Bell and its LEPOC agree to place any and all information responsive to the Lawful U.S. Process within the territorial boundaries of the United States and otherwise provide information to the requesting officials, in a manner and time consistent with the Lawful U.S. Process.

14. Cincinnati Bell agrees not to provide, or otherwise allow the disclosure of, or Access to, U.S. Records, DC, or any call content or call data information, to any Foreign Government or any Foreign person who has not been screened or is otherwise exempt from screening as set forth in Paragraph 9 above, without prior written consent of the USG Parties or a court of competent jurisdiction in the United States.

15. Cincinnati Bell 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.

16. Cincinnati Bell agrees to refer any requests for U.S. Records, DC, or any call content or call data information from a Foreign person that has not been screened consistent with this LOA or a Foreign Government, including any legal process from a Foreign Government, to the USG Parties as soon as possible, but in any event no later than 5 days after such a request, or legal process, is received by, or made known to, Cincinnati Bell, unless disclosure of the request, or legal process, would be in violation of U.S. law or in violation of an order of a court of competent jurisdiction in the United States.

17. Cincinnati Bell agrees not to comply with such requests from Foreign Governments and Foreign persons that have not been screened consistent with this LOA without prior written consent of the USG Parties or an order of a court of competent jurisdiction in the United States.

18. Cincinnati Bell agrees to ensure that U.S. Records are not subject to mandatory destruction under any Foreign laws.

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

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

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

21. Cincinnati Bell agrees to provide, no later than 30 days after receipt of a request from the USG Parties, its (1) cybersecurity plans; and (2) System Security Plans (“SSP”). Cincinnati Bell agrees that its cybersecurity plans will conform with the National Institute of Standards and Technology (NIST) Cybersecurity Framework. Cincinnati Bell further agrees to make modifications to these plans, if requested by the USG Parties, and to work with the USG Parties to implement such modifications, including conferring with the USG Parties with regard to any objections to such modifications.

22. Cincinnati Bell agrees that its SSPs will include, among other things, policies relating to its information security, supply chain 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 by Cincinnati Bell in the ordinary course of business, and Cincinnati Bell’s plans regarding new contracts or amendments to existing contracts with third-party providers requiring those third parties to notify Cincinnati Bell 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.

23. Cincinnati Bell agrees to notify the USG Parties of all Foreign persons, including employees, vendors, contractors, MNSPs, or other entities or individuals that Cincinnati Bell intends to allow Access to U.S. Records, DC, or DCI. Cincinnati Bell agrees to make such notification no less than 30 days prior to the date for which Cincinnati Bell is seeking such

Access be granted for the USG Parties' objection or non-objection. Cincinnati Bell further agrees to provide the PII to the USG Parties for each Foreign person identified as requiring such Access.

### **Reporting Incidents and Breaches**

24. Cincinnati Bell agrees to report to the USG Parties promptly, and in any event no later than 72 hours, after 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 Cincinnati Bell, or referring or relating in any way to Cincinnati Bell's customers in the United States or its territories;
- c. Any unauthorized Access to, or disclosure of, DC in violation of federal, state, or local law; or
- d. Any material breach of the commitments made in this LOA.

25. Cincinnati Bell agrees to require any third-party service provider to disclose to Cincinnati Bell 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.

26. Cincinnati Bell agrees to notify the USG Parties, including the points of contact (POC) listed in Paragraph 35, in writing of any of the Security Incidents or breaches described in Paragraphs 24 or 25 of this LOA. Consistent with Paragraph 24, the notification shall take place no later than 72 hours after Cincinnati Bell has knowledge of, or is informed by a third party providing Outsourced or Offshored services to Cincinnati Bell of, the incident, intrusion, or breach has taken or is taking place, or sooner when required by statute or regulations.

27. Cincinnati Bell agrees to notify the FBI and U.S. Secret Service as provided in 47 C.F.R. § 64.2011 within 7 business days after reasonable determination that a person without authorization, or in exceeding his or her authorization, has gained Access to, used, or disclosed CPNI, or that of a third party used by Cincinnati Bell, 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**

28. Cincinnati Bell agrees to provide the USG Parties, within 45 days from the Date of this LOA, 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. The name, address, phone number, and website for any vendors, contractors, or subcontractors involved in providing, installing, operating, managing, repairing, or maintaining the Principal Equipment.

USG Parties will object or non-object the Principal Equipment List within 90 days of receipt of notice.

29. Cincinnati Bell agrees to notify the USG Parties in writing at least 30 days prior to introducing any new Principal Equipment of a different make and model than the Principal Equipment identified and approved pursuant to Paragraph 28 or subsequently approved by USG Parties pursuant to this Paragraph, or modifying any of its Principal Equipment for the USG Parties' objection or non-objection. 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. Cincinnati Bell, may, however, introduce new Principal Equipment on an emergency basis in response to an unforeseen or uncontrollable event and that is necessary to ensure the continued operability of Cincinnati Bell's network without 30 days advance notice; in such circumstances in which advance notice is impracticable, Cincinnati Bell agrees to provide notice within 5 business days after introduction of the new Principal Equipment. This notice will identify the new Principal Equipment, the Principal Equipment it replaced and the circumstances surrounding the need to introduce new Principal Equipment without 30 days' advance notice.

30. Cincinnati Bell agrees to provide USG Parties with the name, address, phone number, and website of any providers, suppliers, and entities that will perform any maintenance, repair, or replacement that may result in any introduction of new Principal Equipment or modification to its Principal Equipment or systems or software used with or supporting the Principal Equipment. The USG Parties will object or non-object to the nominated providers, suppliers, and entities selected by Cincinnati Bell within 30 days of receipt of notice.

31. Cincinnati Bell agrees to provide the USG Parties a report, due six (6) months from the Date of this LOA, and every six (6) months thereafter, summarizing the progress made in replacing ZTE manufactured network subscriber gateways and TV/DVR set top boxes used by Cincinnati Bell's customers. This reporting requirement will continue until Cincinnati Bell certifies to the USG Parties that all Cincinnati Bell provided ZTE manufactured equipment has been removed or replaced.

### **Outsourced and Offshored Services**

32. Cincinnati Bell agrees to provide the USG Parties, within 45 days from the Date of this LOA, a list of all Outsourced or Offshored service providers that provide services described in (a)-(f) below for the USG Parties' objection or non-objection.

- a. MNSP services;
- b. NOC(s) services;
- c. Network maintenance services;

- d. Billing or customer support services;
- e. Any operation or service that could potentially expose the DCI, DC, or U.S. Records to include CPNI such as CDRs and IPDRs; or
- f. Deployment of any network elements, hardware, software, core network equipment, or network management capabilities that are owned, managed, manufactured, or controlled by a Foreign Government or non-public entities.

Cincinnati Bell further agrees to provide the name, address, phone number, website, and description of services provided for each Outsourced or Offshored provider included on the list submitted to the USG Parties pursuant to this paragraph. The USG Parties agrees to object or non-object to the Outsourced and Offshored service provider list within 30 days of receiving notice.

33. Cincinnati Bell agrees to notify the USG Parties in writing no less than 30 days prior to the use of any new Outsourced or Offshored service providers that will provide any of the services described in Paragraph 32. Cincinnati Bell agrees that such notification shall include all of the identifying information contained in Paragraph 32 for the new Outsourced and Offshored service provider. The USG Parties agrees to object or non-object to any new Outsourced or Offshored service providers, within 30 days of receiving notice

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

34. Cincinnati Bell agrees to provide the USG Parties notice of any changes to its business, including but not limited to corporate structure changes, ownership changes effecting a five (5) percent or greater interest in Cincinnati Bell (other than those already identified and approved), 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. Cincinnati Bell 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 Cincinnati Bell's debts.

#### **Annual Report**

35. Cincinnati Bell agree to provide an annual report to the USG Parties regarding Cincinnati Bell'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 any Foreign Persons with Access to U.S. Records not previously reported to the USG Parties;
- 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 the USG Parties (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 not previously report to the USG Parties;
- e. Updated network diagrams and topology maps showing all facilities, devices, interfaces, Points of Presence, exchange points, and NOCs;
- f. Updates to its SSP and cybersecurity plans;
- g. Updated organizational chart showing all owners with a 5% or greater ownership share;
- h. Report(s) of any occurrences of Security Incidents including but not limited to cybersecurity incidences, network and enterprise breaches, and unauthorized Access to U.S. Records;
- i. A re-identification of the name of and contact information of the LEPOC and Security Officer;
- j. Notification of all licensing related filings or notices to the FCC in the prior year, and a copy of these filings if requested by the USG Parties;
- k. Certification of compliance with CALEA and any other applicable U.S. lawful interception statutes, regulations, and requirements;
- l. A description of the telecommunications and information services that Cincinnati Bell provides in the United States to include the specific services provided using the domestic and international Section 214 authorizations; and
- m. 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 this LOA and every year thereafter. Cincinnati Bell 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 identify to Cincinnati Bell in the future: Christopher Clements, USDOJ (at [Christopher.clements@usdoj.gov](mailto:Christopher.clements@usdoj.gov)); Loyaan Egal, USDOJ and Eric S. Johnson, USDOJ (at [Compliance.Telecom@usdoj.gov](mailto:Compliance.Telecom@usdoj.gov)); and Barbara Key, DoD (at [osd.pentagon.dod-cio.list.team-telecom@mail.mil](mailto:osd.pentagon.dod-cio.list.team-telecom@mail.mil)). Upon the USG Parties request, Cincinnati Bell agrees to provide the USG Parties with paper copies of any annual report, notices, or communications required under this LOA.

## **Site Visits**

36. Cincinnati Bell agrees to permit the USG Parties' requests for site visits and approve all requests to conduct on-site interviews of Cincinnati Bell employees to verify the implementation of and compliance with the terms of this LOA, or to identify grounds for modification of this LOA.

## **Miscellaneous**

37. Cincinnati Bell agrees to permit disclosure of confidential information submitted to the FCC pursuant to 47 C.F.R. § 0.442 to Federal government departments, agencies, and offices whose principals are listed in Exec. Order 13913 § 3.

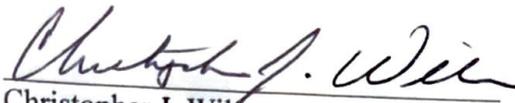
38. If the USG Parties finds that the terms of this LOA are inadequate to resolve any national security or law enforcement risks, Cincinnati Bell agrees to resolve the USG Parties' concerns, according deference to the USG Parties' views on the need for modification. Rejection of a proposed modification shall not alone be dispositive, but failure to resolve national security or law enforcement risks 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 Cincinnati Bell or its successors-in-interest, or any other appropriate enforcement action required to address the concern. If Cincinnati Bell believes that changed circumstances warrant modifying or terminating this LOA, the USG parties will engage in discussions with Cincinnati Bell to determine whether these changed circumstances warrant modification or termination consistent with Executive Order 13913.

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

40. 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. The last day of the period is included, but if the last day is a Saturday, Sunday, or legal holiday, the period will continue to run until the end of the next day that is not a Saturday, Sunday, or legal holiday. Any approval provision applicable to the USG Parties pursuant to this LOA shall be tolled during a lapse in appropriations or any time when the Federal government in the greater Washington, D.C. area is closed.

41. Cincinnati Bell understands that, upon execution of this LOA by an authorized representative or attorney, or shortly thereafter, the FCC will be notified that there is no objection to grant of the application.

Sincerely,



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Christopher J. Wilson  
Vice President and General Counsel  
March 12, 2021  
**Cincinnati Bell Inc.**

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Anton Moldan  
Vice President

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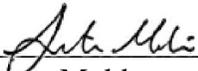
John H. Kim  
Secretary

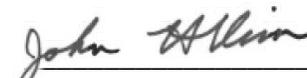
March \_\_, 2021  
**Red Fiber Parent, LLC**

Sincerely,

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Christopher J. Wilson  
Vice President and General Counsel  
March 12, 2021  
**Cincinnati Bell Inc.**

  
Anton Moldan  
Vice President

  
John H. Kim  
Secretary

March 12, 2021  
**Red Fiber Parent, LLC**