



November 25, 2020

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

Subject: Authorized Carrier Subsidiaries of GCX Limited, Debtor in Possession, File
Nos. ITC-ASG-20200127-00015; ITC-T/C-20200127-00016;
ITC-T/C-20200127-00017; WC Docket No. 20-38
(TT 20-008 to -012)

Dear Sir/Madam:

This Letter of Agreement (“LOA” or “Agreement”) sets forth the commitments that GCX Holdings Limited (“GCX”), Vanco US, LLC (“Vanco US”), Vanco Solutions, Inc. (“Vanco Solutions”), and Reliance Globalcom Services, Inc. (“RGSI”) (collectively, “GCX Subsidiaries”) make to the U.S. Department of Justice, including the Federal Bureau of Investigation (“FBI”, together, “USDOJ”) to address national security and law enforcement risks arising from the above-referenced applications to the Federal Communications Commission (“FCC”) requesting consent to assign, or to transfer control of authorizations to provide global or limited global facilities-based and resale services pursuant to Section 214 of the Communications Act of 1934, as amended, 47 U.S.C. § 214, and the implementing regulation at 47 C.F.R. § 63.18(e)(1), (2).

The GCX Subsidiaries certify as true and correct, under penalties outlined in 18 U.S.C. § 1001, all statements the GCX Subsidiaries or their representatives have made to USDOJ, the Department of Homeland Security, the Department of Defense, and the FCC in the course of the reviews of the above-referenced applications that were conducted pursuant to Executive Order 13913, and they hereby adopt those statements as the basis for this LOA.

Unless otherwise noted herein, this LOA replaces two prior mitigation instruments between the GCX Subsidiaries and USDOJ: (1) the Agreement, dated November 30, 2007, between Reliance Communications Limited, Reliance Gateway Net Limited, FLAG Telecom Group Limited, FLAG Telecom Group Services, Yipes Holdings, Inc., and Yipes Enterprise Services Inc., and USDOJ and the U.S. Department of Homeland Security; and (2) the Letter of Assurances, dated December 19, 2008 from FLAG Telecom Group Services Limited, Reliance Globalcom Services Inc., Vanco Solutions, Inc. and Vanco US LLC to USDOJ.



Definitions

1. For purposes of this LOA, the following definitions apply:
 - a. “Access” means: (1) to enter a relevant 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 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 GCX Subsidiaries 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:
 - i. Any GCX Subsidiary’s 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 of¹, a

¹ The phrase “on behalf of,” as used in this paragraph, does not include entities with which the GCX Subsidiaries have contracted for peering, interconnection, roaming, long distance, wholesale network access, or other similar arrangements.



GCX Subsidiary to provide, process, direct, control, supervise, or manage DC; and

- g. “Electronic Communication” has the meaning give it in 18 U.S.C. § 2510(12).
- 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) (2018), respectively, and electronic surveillance as set forth in 50 U.S.C. § 1801(f) (2018);
 - ii. Access to stored wire or electronic communications, as referred to in 18 U.S.C. § 2701-2713 (2018);
 - 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. §§ 3121-3127 (2018) and 50 U.S.C. §§ 1841-1846 (2018);
 - 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) (2018); 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. “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 the GCX Subsidiaries.
- o. “Outsource” means, with respect to DC, supporting the services and operational needs of the GCX Subsidiaries at issue in this LOA using contractors or third parties.
- p. “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.
- q. “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.
- r. “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.

s. "Sensitive Personal Data" means sensitive personal data as set forth in 31 C.F.R. § 800.241 (2020).

t. "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) (2018) or 18 U.S.C. § 2709 (2018), as amended or superseded.

u. "U.S. Records" means the GCX Subsidiaries' customer billing records, Subscriber Information, PII, Sensitive Personal Data, CDRs, CPNI, and any other information used, processed, or maintained in the ordinary course of business related to the services offered by the GCX Subsidiaries 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) (2018) and 18 U.S.C. § 2709 (2018), but excluding any information lawfully made public in the normal course of business.

Personnel

2. The GCX Subsidiaries agree to designate and maintain U.S. law enforcement points of contact ("LEPOC") in the United States who will be subject to prior approval by USDOJ. The LEPOC shall be a U.S. citizen residing in the United States or its territories unless USDOJ otherwise agrees in writing. The LEPOC must be approved by the USDOJ 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. The GCX Subsidiaries agree to provide the LEPOC's PII to USDOJ within 15 days from when the FCC approves the above-referenced applications. USDOJ agrees to object or non-object within 15 days from receiving the LEPOC's PII.

4. The GCX Subsidiaries agree to notify USDOJ in writing at least 30 days prior to modifying the LEPOC for USDOJ objection or non-objection. For those cases involving the unexpected firing, resignation, or death of the LEPOC, written notice will be provided within



five days of such event. Under these circumstances, USDOJ will object or not object to the replacement LEPOC within 30 days of notification.

5. The GCX Subsidiaries agree 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 USDOJ grants an extension.

6. The GCX Subsidiaries agree to implement, either directly or through a vendor, a process to screen existing or newly hired GCX Subsidiaries personnel or any personnel of an approved Outsourced or Offshored service provider performing under an agreement with GCX Subsidiaries that have Access to the GCX Subsidiaries' network or U.S. Records. The personnel screening process shall include background investigations, public criminal records checks, or other analogous means to ascertain a person's trustworthiness. The GCX Subsidiaries further agree to provide USDOJ with a written description of this personnel-screening process no later than 60 days after the Date of this LOA for USDOJ objection or non-objection.

Lawful U.S. Process and Requests for Information

7. The GCX Subsidiaries agree to comply with all applicable lawful interception statutes, regulations, and requirements, as well as comply with all court orders and Lawful U.S. Process for lawfully authorized Electronic Surveillance. The GCX Subsidiaries further agree to certify to USDOJ their compliance or intent to comply with the Communications Assistance for Law Enforcement Act ("CALEA"), 47 U.S.C. §§ 1001-1010 (2018), and its implementing regulations, within 30 days from the Date of this LOA.

8. The GCX Subsidiaries agree to provide notice of any material modification to their lawful intercept capabilities to USDOJ within 30 days of such modification, and will re-certify their compliance with CALEA no more than 60 days following their notice to USDOJ of any material new facilities, services, or capabilities.

9. The GCX Subsidiaries agree to comply with all court orders and Lawful U.S. process, including process relating to Electronic Surveillance.

10. Upon receipt of any Lawful U.S. Process, the GCX Subsidiaries 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.

11. The GCX Subsidiaries agree not to provide, or otherwise allow the disclosure of, or Access to, U.S. Records, DC, or any call content or call data information for DC, to any Foreign Government or any Foreign person, without prior written consent of USDOJ, or a court of competent jurisdiction in the United States.

12. The GCX Subsidiaries agree 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 USDOJ, or a court of competent jurisdiction in the United States.

13. The GCX Subsidiaries agree to refer any requests for information that relate to DC, DCI, or U.S. Records from a Foreign person or a Foreign Government, including any legal process from a Foreign Government, to USDOJ 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, any of the GCX Subsidiaries, 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.

14. The GCX Subsidiaries agree not to comply with requests for information that relate to DC, DCI, or U.S. Records from Foreign Governments and Foreign persons without prior written consent of USDOJ, or an order of a court of competent jurisdiction in the United States.

15. The GCX Subsidiaries agree to ensure that U.S. Records are not subject to mandatory destruction under any Foreign laws.

16. GCX agrees that it may disclose information subject to obligations set forth in Sections 11, 13, and 14 above to non-U.S. citizens disclosed to USDOJ during the review of the above-referenced applications. In the event GCX discloses such information to non-U.S. citizen employees of GCX affiliates, GCX agrees to provide written notice to USDOJ within seven days of such disclosure. Under these circumstances, USDOJ will object or not object to such disclosure within 30 days.

Unauthorized Access and Security Incidents

17. The GCX Subsidiaries agree to take all practicable measures to prevent unauthorized Access to U.S. Records, DC, and the DCI.

18. The GCX Subsidiaries agree to take all practicable measures to prevent any unlawful use or disclosure of information relating to U.S. Records or DC.

19. The GCX Subsidiaries agree to draft: (1) a Cybersecurity Plan; and (2) an updated version of the Network System Security Plan (“NSSP”), which the GCX Subsidiaries will provide to USDOJ within 60 days of the Date of this LOA for objection or non-objection.

20. The GCX Subsidiaries agree 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 the GCX Subsidiaries in the ordinary course of business, and the GCX Subsidiaries’ specific plan regarding new contracts or amendments to existing contracts with third-party providers requiring those third parties to notify the GCX Subsidiaries 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.



21. The GCX Subsidiaries agree to provide to USDOJ updated network diagrams to include all facilities, devices used to access the GCX subsidiaries' network, network Points of Presence (PoPs), and NOCs within 60 days from the Date of this LOA.

22. The GCX Subsidiaries agree to notify USDOJ at least 30 days prior to changing the location for storage of U.S. Records for USDOJ 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 one of the GCX Subsidiaries);
- 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.

23. The GCX Subsidiaries agree not to store U.S. Records in a location outside of the United States other than the United Kingdom without the prior written consent of USDOJ. If the GCX Subsidiaries currently hold any U.S. Records in a location outside of the United States or the United Kingdom contrary to prior agreements with USDOJ, the GCX Subsidiaries agree to submit the non-U.S. location to USDOJ for objection or non-objection within 30 days.

Reporting Incidents and Breaches

24. The GCX Subsidiaries agree to report to USDOJ 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 the GCX Subsidiaries, or referring or relating in any way to the GCX Subsidiaries' 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.

25. The GCX Subsidiaries agree to use commercially reasonable efforts to require any third-party service provider to disclose to the GCX Subsidiaries 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. The GCX Subsidiaries agree to notify USDOJ, including the points of contact (POC) listed in this LOA, in writing of any of the Security Incidents or breaches described in this



LOA. Such notification shall take place no later than 72 hours after the GCX Subsidiaries or any third party providing Outsourced or Offshored services to the GCX Subsidiaries discovers the incident, intrusion, or breach has taken or is taking place, or sooner when required by statute or regulations.

27. The GCX Subsidiaries agree 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 the GCX Subsidiaries, and shall electronically report the matter to the central reporting facility through the following portal:

<https://www.cpnireporting.gov>

Principal Equipment

28. The GCX Subsidiaries agree to provide USDOJ within 30 days from the date the GCX Subsidiaries receive the FCC's approval, a Principal Equipment List for USDOJ objection or non-objection. The Principal Equipment List shall include the following:

- a. A complete and current list of all Principal Equipment, including:
 - i. a description of each item and the functions supported,
 - ii. each item's manufacturer, and
 - iii. the model and/or version number of any hardware or software.
- b. Any vendors, contractors, or subcontractors involved in providing, installing, operating, managing, or maintaining the Principal Equipment.

29. The GCX Subsidiaries agree to notify USDOJ in writing at least 30 days prior to introducing any new Principal Equipment or modifying any of the Principal Equipment for USDOJ objection or non-objection. USDOJ will object or non-object to such new Principal Equipment or modification to the Principal Equipment within 30 days of receipt of notice.

30. The GCX Subsidiaries agree to provide USDOJ with the names of 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 the Principal Equipment or systems or software used with or supporting the Principal Equipment. USDOJ will object or non-object to the nominated providers, suppliers, and entities selected by the GCX Subsidiaries within 30 days of receipt of notice.

Outsourced and Offshored Services

31. The GCX Subsidiaries agree to provide the USDOJ within 30 days from the date the GCX Subsidiaries receive the FCC's approval, a list of all Outsourced or Offshored service



providers that provide services to the GCX Subsidiaries for USDOJ 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, DC, 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.

32. The GCX Subsidiaries agree to notify USDOJ 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 this LOA.

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

Network Operations Centers

34. The GCX Subsidiaries agree to seek USDOJ approval for the location of any non-U.S. NOC (including any non-U.S. NOCs currently in use) prior to providing services under an FCC international Section 214 authorization. The GCX Subsidiaries do not agree to seek prior USDOJ approval for any location or facility that would be subject to this section solely because it accumulates accounting data, such as a Chief Financial Officer's (CFO's) office.

35. The GCX Subsidiaries agree to notify USDOJ in writing at least 60 days prior to changing the location of their NOCs for USDOJ objection or non-objection. The GCX Subsidiaries do not agree to provide prior written notice to USDOJ to change a location or facility that would be subject to the obligations of this section solely because it accumulates accounting data, such as a CFO's office.

Change in Ownership and Service Portfolio

36. The GCX Subsidiaries agree to provide USDOJ notice of any changes to their 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 (other



than changes in the location of customer premises equipment in the ordinary course of business), but notices of pro forma transactions may be provided concurrently with notice to the FCC. The GCX Subsidiaries also agree to provide USDOJ 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 the GCX Subsidiaries' debts.

37. The GCX Subsidiaries agree to provide USDOJ notice of any material change to their current portfolio of services offering, including offering other services beyond their current service portfolio, no less than 30 days in advance of such change for USDOJ objection or non-objection.

Annual Report

38. The GCX Subsidiaries agree to provide an annual report to USDOJ 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 USDOJ 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;
- c. Notification(s) of the installation and/or purchase or lease of any Foreign-manufactured telecommunication equipment (including, but not limited to, switches, routers, software, hardware);
- d. Notification(s) of any relationships with Foreign-owned telecommunications partners other than those under the common control of GCX, including any network peering (traffic exchange) or interconnection relationships for services originating and/or terminating in the United States;
- e. Updated NSSP and Cybersecurity Plan;
- f. 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;
- g. Confirmation of the location(s) where the GCX Subsidiaries store U.S. Records;
- h. Recertification of the services that the GCX Subsidiaries provide or confirmation that no additional services are being offered;



- i. Recertification that the location of all NOCs has been approved by USDOJ;
- j. A re-identification of the name of and contact information of the LEPOC;
- k. Notification of all filings or notices to the FCC in the prior year, and a copy of these filings if requested by USDOJ;
- l. Certification of compliance with CALEA and any other applicable U.S. lawful interception statutes, regulations, and requirements;
- m. A description of the services that the GCX Subsidiaries provide in the United States and the specific services provided using the domestic and international Section 214 authorizations; and
- n. 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. The GCX Subsidiaries agree 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 DOJ identifies to the GCX Subsidiaries in the future: Christine Quinn, USDOJ (at Christine.Quinn3@usdoj.gov); Loyaan Egal, USDOJ and Eric Johnson, USDOJ (at Compliance.Telecom@usdoj.gov). Upon USDOJ request, the GCX Subsidiaries agree to provide USDOJ with paper copies of any annual report, notices, or communications required under this LOA.

Site Visits

39. The GCX Subsidiaries agree to permit USDOJ's requests for site visits and approve all requests to conduct on-site interviews of the GCX Subsidiaries' employees.

Miscellaneous

40. The GCX Subsidiaries agree 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.

41. If USDOJ finds that the terms of this LOA are inadequate to resolve any national security or law enforcement risks, the GCX Subsidiaries agree to modify this LOA to resolve these risks, according deference to USDOJ's 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 recommendation 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 the GCX Subsidiaries or their successors-in-interest, or any other appropriate enforcement action required to address the risks. If USDOJ or GCX believes that changed circumstances warrant modifying or terminating this LOA because the terms are no



longer necessary to address national security or law enforcement risks, USDOJ and GCX will negotiate in good faith to so modify or terminate this LOA.

42. The GCX Subsidiaries agree that in the event that the GCX Subsidiaries breach the commitments set forth in this LOA, to include conduct contrary to timely USDOJ 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 the GCX Subsidiaries or their successors-in-interest, in addition to pursuing any other remedy available by law or equity.

43. 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.

44. The GCX Subsidiaries understand 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.

[Signatures on following page]



Sincerely,

GCX Holdings Limited

By:

DocuSigned by:
Carl Grivner
302859AA5238464...

Name/Title: Carl Grivner / Chief Executive Officer

11/25/2020

Date:

Vanco US, LLC

By:

DocuSigned by:
Janet Troxell
7ED0E55876C645E...

Name/Title: Janet K. Troxell / Director and Authorized Signatory

11/25/2020

Date:

Vanco Solutions, Inc.

By:

DocuSigned by:
Janet Troxell
7ED0E55876C645E...

Name/Title: Janet K. Troxell / Director and Authorized Signatory

11/25/2020

Date:

Reliance Globalcom Services, Inc.

By:

DocuSigned by:
Janet Troxell
7ED0E55876C645E...

Name/Title: Janet K. Troxell / Director and Authorized Signatory

11/25/2020

Date: