

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

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|---|---|------------------------|
| In the Matter of |) | |
| |) | SCL-LIC-20170421-00012 |
| GU HOLDINGS INC., EDGE CABLE |) | SCL-AMD-20171227-00025 |
| HOLDINGS USA, LLC and PACIFIC |) | SCL-STA-20200402-00015 |
| LIGHT DATA COMMUNICATION CO. |) | |
| LTD. |) | |
| |) | |
| Application for a License to Construct, Land, |) | |
| and Operate an Undersea Fiber Optic Cable |) | |
| Connecting the United States, Hong Kong, |) | |
| Taiwan, and the Philippines |) | |

**PETITION TO ADOPT CONDITIONS FOR
SPECIAL TEMPORARY AUTHORITY**

The U.S. Department of Justice (“DOJ”), with the concurrence of the Departments of Homeland Security and Defense (with DOJ, the “Agencies”), submits to the Federal Communications Commission (“FCC” or “Commission”) this Petition to Adopt Conditions for Special Temporary Authority (“Petition”) in connection with a request for Special Temporary Authority (“STA”) by GU Holdings Inc. (the “Applicant”)¹ filed on April 2, 2020. Through this Petition, the Agencies advise the Commission that the Agencies have no objection to the Commission approving the temporary operating authority sought in the above-referenced proceeding, provided that the Commission conditions its approval on the commitments and undertakings set forth in the April 7, 2020 Provisional National Security Agreement for Special Temporary Authority (“Provisional NSA”), a copy of which is attached to this filing.

¹ GU Holdings Inc., is a wholly owned subsidiary of Google LLC.

Under the Cable License Landing Act of 1921 (“CLLA”), no person shall land or operate in the United States any submarine cable directly or indirectly connecting the United States with any foreign country, unless a written license to land or operate such cable has been issued by the President of the United States. *See* 47 U.S.C. § 34. Pursuant to the CLLA, the President may withhold or revoke such license after due notice and hearing if doing so will maintain the rights or interests of the United States or of its citizens in foreign countries, or will promote the security of the United States. *See* 47 U.S.C. § 35.

As part of its review of applications submitted under the CLLA, the Commission considers whether such an application raises national security, law enforcement, foreign policy, or trade policy concerns related to the applicant’s foreign ownership. *See In the Matter of Rules & Policies on Foreign Participation in the U.S. Telecommunications Mkt.*, 12 FCC Rcd 23891, 23934 ¶ 93, n.187 (1997). 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 a concern in a particular application. *Id.* at ¶ 63 (noting that the FCC “will continue to accord deference to the expertise of Executive Branch agencies in identifying and interpreting issues of concern related to national security, law enforcement, and foreign policy that are relevant to an application pending before us”).

The Agencies review license applications under the CLLA for national security and law enforcement concerns. In *China Mobile*, the Agencies publicly disclosed a multifactor analysis that they apply when making a recommendation based on national security and law enforcement concerns. *See In the Matter of China Mobile International (USA) Inc.*, 34 FCC Rcd 3361, 3374 (2019) (FCC Opinion and Order listing factors considered when assessing national security and law enforcement risks associated with an application). In denying an application for an

international Section 214 authorization on national security and law enforcement grounds, the Commission found that grant of the application would raise substantial and serious national security and law enforcement risks that could not be addressed through a mitigation agreement. *See id.* at 3366.

As relevant to the review of the underlying license and the immediate STA application before the Commission, the Agencies believe that in the current national security environment, there is a significant risk that the grant of a direct cable connection between the United States and Hong Kong would seriously jeopardize the national security and law enforcement interests of the United States.

After discussions with representatives of the Applicant in connection with the STA, the Agencies have concluded that the additional commitments set forth in the Provisional NSA will help ensure that the Agencies can satisfy their responsibilities to enforce the law, protect national security, and preserve public safety.

Accordingly, the Agencies advise the Commission of their non-objection to the Commission granting the STA in the above-referenced proceeding, provided that the Commission conditions its consent on compliance with the April 7, 2020 Provisional NSA attached to this filing.

* * *

April 8, 2020

Respectfully submitted,

LOYAAN A. EGAL
Deputy Chief
Foreign Investment Review Section
National Security Division
United States Department of Justice

/s/ Tyler J. Wood
Tyler J. Wood
Attorney Advisor
Foreign Investment Review Section
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Washington, DC 20530

**PROVISIONAL NATIONAL SECURITY AGREEMENT FOR REQUESTED
SPECIAL TEMPORARY AUTHORITY**

This National Security Agreement (the “Agreement”) is made as of the date of the last signature affixed hereto, by and between GU Holdings Inc. (“GU Holdings”), on the one hand, and the U.S. Department of Justice (“DOJ”), the U.S. Department of Homeland Security (“DHS”), and U.S. Department of Defense (“DOD”), “Government Parties” or “Compliance Monitoring Agencies” (“CMAs”) on the other hand (each referred to individually as a “Party” and collectively as the “Parties”).

RECITALS

WHEREAS, GU Holdings is an indirect, wholly owned subsidiary of Google LLC (“Google”);

WHEREAS, United States communications systems are essential to the ability of the United States Government to fulfill its responsibilities to the public to preserve the national security of the United States, to enforce the laws, and to maintain the safety of the public;

WHEREAS, the United States Government has an obligation to its citizens to ensure that United States communications and related information are secure in order to protect the privacy of United States persons and to enforce the laws of the United States;

WHEREAS, the President of the United States has determined that “foreign adversaries are increasingly creating and exploiting vulnerabilities in information and communications technology and services, which store and communicate vast amounts of sensitive information, facilitate the digital economy, and support critical infrastructure and vital emergency services, in order to commit malicious cyber-enabled actions, including economic and industrial espionage against the United States and its people.” Securing the Information and Communications Technology and Services Supply Chain, Exec. Order No. 13873, 84 Fed. Reg. 22,689 (May 15, 2019);

WHEREAS, no person shall land or operate in the United States any submarine cable directly or indirectly connecting the United States with any foreign country, unless a written license to land or operate such cable has been issued by the President of the United States, 47 U.S.C. § 34; and the President may withhold or revoke such license after due notice and hearing if doing so will maintain the rights or interests of the United States or of its citizens in foreign countries, or will promote the security of the United States, 47 U.S.C. § 35;

WHEREAS, if the Federal Communications Commission (“FCC”) finds that there are extraordinary circumstances requiring temporary operations in the public interest and that delay in the institution of such temporary operations would seriously prejudice the public interest, it may grant a temporary authorization to permit such temporary operations for a period not exceeding 180 days, 47 U.S.C. § 309(f);

WHEREAS, it is critical to the well-being of the United States and its citizens to maintain the viability, integrity, and security of the communications systems of the United States

**PROVISIONAL NATIONAL SECURITY AGREEMENT FOR REQUESTED
SPECIAL TEMPORARY AUTHORITY**

(*see, e.g.*, Critical Infrastructure Protection in the Information Age, Exec. Order No. 13231, 66 Fed. Reg. 53,063 (May 18, 2001)); and

WHEREAS, GU Holdings enters into this Agreement with the Government Parties solely as a condition for the grant of a Special Temporary Authority (“STA”) (FCC File No. SCL-STA-20200402-00015) pending before the FCC for the temporary commercial operation of a portion of the Pacific Light Cable Network System (“PLCN”) between the United States and Taiwan (the “U.S.-Taiwan STA”);

GU Holdings has agreed to enter into this Agreement with the Government Parties solely as a condition to the U.S.-Taiwan STA, and GU Holdings understands that the Government Parties will petition the FCC to condition its grant of the U.S.-Taiwan STA on compliance with this Agreement during the term of the U.S.-Taiwan STA and any renewals thereof.

**ARTICLE 1
DEFINITIONS**

1. “Affiliate” means any entity that GU Holdings owns or controls, other than GU Holdings.
2. “Domestic Communications” means: (a) Wire Communications or Electronic Communications (whether stored or not) from one U.S. location to another U.S. location and (b) the U.S. portion of a Wire Communication or Electronic Communication (whether stored or not) that originates or terminates in the United States.
3. “Domestic Communications Infrastructure” or “DCI” means: (a) any portion of the PLCN Cable that is physically located in the United States up to and including the submarine line terminal 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., Google G Suite or Microsoft Office) used to provide, process, direct, control, supervise, or manage Domestic Communications, and (b) PLCN Network Operations Center facilities, as defined in this Article.
4. “Electronic Communication” has the meaning given to it in 18 U.S.C. § 2510(12).
5. “Government,” “Government Authority” or “Governmental Authorities” means any government, or any governmental, administrative, or regulatory entity, authority, commission, board, agency, instrumentality, bureau or political subdivision and any court, tribunal, judicial or arbitral body. For avoidance of doubt, these defined terms shall be construed to be inclusive rather than exclusive.

**PROVISIONAL NATIONAL SECURITY AGREEMENT FOR REQUESTED
SPECIAL TEMPORARY AUTHORITY**

6. “Managed Network Service Provider” means any party or entity that provides any of the following functions for the Domestic Communications Infrastructure or the PLCN System: operations and management support; corrective and preventative maintenance including intrusion testing; network operations and service monitoring; network performance, optimization, and reporting; installation and testing; network audits, provisioning, and development; and the implementation of changes and upgrades.
7. “Network Management Information” means the network management operations plans, processes and procedures; descriptions of the placement of NOC(s) and linkages (for service offload or administrative activities) to other domestic and international carriers, ISPs and other critical infrastructures (e.g. domestic telecommunications and content providers); descriptions of networks and operations processes and procedures for management control and relation to the backbone infrastructure(s) including other service providers; description of any unique or proprietary control mechanisms as well as operating and administrative software; network performance information; and network accessibility and procedures; all operational policies and procedures regarding human resources, security, audit, disaster recovery, and alarm management.
8. “PLCN Cable” or “PLCN System” means the subsea cable system and all its associated Principal Equipment.
9. “PLCN Network Operations Center” or “PLCN NOC” means any location or facility used for purposes of performing network management, monitoring, maintenance, or other operational functions for the PLCN Cable.
10. “Principal Equipment” means the primary electronic components of the PLCN Cable that support the subsea cable system end-to-end. This term includes the DCI and Wet Infrastructure/Plant. Principal Equipment also includes, but is in no way limited to:
 - a) network elements (servers; routers; switches; repeaters; amplifiers, submarine line terminal equipment (“SLTE”);
 - b) system supervisory equipment (“SSE”);
 - c) power feed equipment (“PFE”);
 - d) optical distribution frames (“ODF”);
 - e) optical components, multiplex equipment, or any other hardware or software developed to support the PLCN Cable operations and services with the exception of COTS software used for common business functions, e.g., Google G Suite or Microsoft Office; and
 - f) other equipment, whether physical or logical, that performs the functions of the equipment described in this definition that may be employed or otherwise used on the PLCN System.

**PROVISIONAL NATIONAL SECURITY AGREEMENT FOR REQUESTED
SPECIAL TEMPORARY AUTHORITY**

11. “Screened Personnel” has the meaning given it in Article 4, Section C below.
12. “U.S.-Taiwan Segment” means the U.S.-Taiwan route of the PLCN Cable and the operations thereon, as described in the U.S.-Taiwan STA.
13. “Wet Infrastructure” or “Wet Plant” means hardware components installed and residing on the undersea portion of the PLCN System, 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 the PLCN System.
14. “Wire Communication” has the meaning given to it in 18 U.S.C. § 2510(1).

**ARTICLE 2
OPERATIONS AND FACILITIES**

GU Holdings will comply with the following:

**Section A
Point(s) of Contact**

1. GU Holdings agrees to maintain at least one Point of Contact (“POC”) for purposes of this Agreement. The POCs will be citizens of the United States only, reside in the United States, and be eligible for (and maintain if necessary) active U.S. Government security clearances at the “Secret” level or higher. The POCs will possess the appropriate authority, reporting lines, independence, skills, and resources to ensure compliance with the terms of this Agreement. At least one POC will have expertise in assessing the physical and logical security of submarine systems, operations of GU Holdings and affiliated companies, network engineering, and network security. GU Holdings agrees to nominate the proposed POCs within thirty (30) days of the execution of this Agreement. GU Holdings understands that the POC nominations will be subject to the CMAs’ review and non-objection and that each may be subject to a background check at the sole discretion of the CMAs. In order to facilitate this, upon request by the CMAs, GU Holdings will provide personally identifiable information as needed by the CMAs. Operations under the U.S.-Taiwan STA may be undertaken during the pendency of the appointment process described in this paragraph.
2. At least one of the POCs will be available twenty-four (24) hours per day, seven (7) days per week to address any national security, law enforcement, or public safety concerns that the CMAs may raise. Upon request by the CMAs, at least one of the POCs will make themselves available in person within the United States within seventy-two (72) hours, at a date and location, to include in a classified setting, as

PROVISIONAL NATIONAL SECURITY AGREEMENT FOR REQUESTED SPECIAL TEMPORARY AUTHORITY

deemed necessary by the CMAs. The POCs will be responsible for receiving and promptly effectuating any inquiries or requests for information under this Agreement, and GU Holdings will ensure that the POCs have sufficient authority to effectuate compliance with obligations set forth in this Agreement.

3. On an annual basis or as otherwise requested by the CMAs, the POCs shall consult with the CMAs to ensure the terms of this Agreement and implemented security policies as detailed below appropriately and sufficiently safeguard the operations of the PLCN System.
4. GU Holdings agrees to notify the CMAs of any proposed change to the POCs at least ten (10) days in advance of such proposed change (except in the case of the unexpected firing, resignation, or death of the POC in which case such written notice must be provided within five (5) days of such event). GU Holdings understands that any proposed substitute POCs will be subject to the CMAs' review and non-objection and may be subject to a background check at the sole discretion of the CMAs.

Section B Cable System Information

Within thirty (30) days of the execution of this Agreement, and, thereafter within fifteen (15) days upon the CMAs' request, GU Holdings agrees to make available the following PLCN information:

1. PLCN network management information solely insofar as it relates to the U.S.-Taiwan Segment, to include with respect to that segment:
 - a) a detailed network map that sets forth PLCN physical and logical topology, including any terrestrial facility from the cable landing stations to Points of Presence ("PoPs") or other facilities housing PLCN Principal Equipment;
 - b) network and telecommunications architecture descriptions including all interfaces/interconnections with any other network;
 - c) network operational plans, processes, and procedures;
 - d) locations and functions of any PLCN NOCs, data centers, and PoPs, interexchange facilities, or carrier hotel facilities;
 - e) PLCN organizational chart, to include specific references to the names and positions of officials responsible for operations of the U.S.-Taiwan Segment, and/or senior officials of any third parties performing such duties on behalf of the U.S.-Taiwan Segment;
 - f) descriptions of interfaces and connections to the PLCN System for service offload, disaster recovery, or administrative functions; and
 - g) a diagram depicting the current physical lay-out of the PLCN equipment in each cable landing station, PoP, or other facility housing PLCN Principal Equipment.

**PROVISIONAL NATIONAL SECURITY AGREEMENT FOR REQUESTED
SPECIAL TEMPORARY AUTHORITY**

2. A complete and current list of all contracts for the operation, maintenance, repair, and security of the U.S.-Taiwan Segment; and
3. A restoration plan for the Principal Equipment and the Wet Infrastructure for the U.S.-Taiwan Segment.

**Section C
Operational Requirements**

1. All PLCN NOCs capable of provisioning, managing, configuring, or otherwise accessing DCI for the U.S.-Taiwan Segment must be physically located in the United States and operated by Screened Personnel as defined below, and will be subject to approval by the CMAs;
2. Physical and logical access or control of the DCI for the U.S.-Taiwan Segment will be securely limited to GU Holdings and its agents. GU Holdings will provide CMAs with notice within five (5) days of any proposed changes in network control that affect the DCI. The CMAs will have thirty (30) days to review and object to proposed changes;
3. GU Holdings will have the ability to physically or logically interrupt, in whole or in part, traffic to and from the United States on the U.S.-Taiwan Segment within twenty-four (24) hours of notice by disabling or disconnecting circuits at the U.S. cable landing station or at other locations within the United States;
4. GU Holdings agrees that the U.S.-Taiwan STA does not authorize connection or operation, for any purposes, of any fiber pairs, or any supporting equipment, originating or terminating in Hong Kong, to include Fiber Pairs 3 through 6 owned by Pacific Light Data Communications Co. Ltd. ("PLDC"). GU Holdings will use Segments S1.1.1 and S1.1.2 of Fiber Pairs 3 through 6 only for purposes relating to construction or modification, connection or disconnection, testing, maintenance, and repair, and not for operational purposes. GU Holdings will not connect Segments S1.1.1 or S1.1.2 of its Fiber Pair 2, or its Segment S2, directly to any Taiwan-Hong Kong submarine cable or submarine cable segment, including Segments S1.2, S1.3, and S1.4 of the PLCN Cable. GU Holdings also will not employ Segments S1.1.1 or S1.1.2 of its Fiber Pair 2, or its Segment S2, in any other configuration that is the equivalent of Fiber Pairs 3 through 6 of the PLCN Cable.
5. PLDC will not operate any equipment or software related to the U.S.-Taiwan Segment. PLDC will not perform network management functions, and will not have access to branches or any other equipment between the United States and Taiwan;
6. GU Holdings shall ensure that PLDC and affiliated entities will not invest in or hold any right to access the U.S.-Taiwan Segment;

**PROVISIONAL NATIONAL SECURITY AGREEMENT FOR REQUESTED
SPECIAL TEMPORARY AUTHORITY**

7. Google will pursue diversification of interconnection points in Asia, including but not limited to Indonesia, Philippines, Thailand, and Vietnam. This diversification will include pursuing the establishment of network facilities that allow delivery of traffic on Google's network as close as practicable to the traffic's ultimate destination.
8. GU Holdings will nominate one or more U.S. citizen(s), who are not a dual citizens, to serve as network administrator(s) with the exclusive authority to remotely provision or de-provision the U.S.-Taiwan Segment. The network administrator(s) will be subject to approval by the CMAs;
9. SLTE for the U.S.-Taiwan Segment within the United States will be diversely housed from SLTE for any other segment(s) of the PLCN Cable. Exclusive authority to permit access to SLTE or power feeding equipment for the U.S.-Taiwan segment within the United States will be vested in GU Holdings or a U.S.-based agent approved by the CMAs;
10. Within thirty (30) days of the execution of this Agreement, GU Holdings agrees to provide the CMAs notice of the proposed location(s) for the PLCN NOC(s) used in connection with the U.S.-Taiwan Segment. The CMAs will approve or disapprove the location(s) within thirty (30) days of acknowledgement of receipt or as otherwise agreed to by GU Holdings and the CMAs, with the right of approval not waived unless provided in writing by the CMAs; and
11. GU Holdings will notify the CMAs of any intent to relocate the PLCN NOCs used in connection with the U.S.-Taiwan Segment. The CMAs will approve or disapprove the new location(s) within thirty (30) days of acknowledgement of receipt or as otherwise agreed to by GU Holdings and the CMAs, with the right of approval not waived unless provided in writing by the CMAs.

**ARTICLE 3
PRINCIPAL EQUIPMENT, VENDORS AND CONTRACTORS**

GU Holdings will comply with the following:

**Section A
Principal Equipment List**

No later than thirty (30) days after of the execution of this Agreement, GU Holdings agrees to provide the CMAs with a list to include:

1. A complete list of all current Principal Equipment used in connection with the U.S.-Taiwan Segment (the "Principal Equipment List"), including:
 - a. a description of each item and the function it supports;

**PROVISIONAL NATIONAL SECURITY AGREEMENT FOR REQUESTED
SPECIAL TEMPORARY AUTHORITY**

- b. the manufacturer and model of each item; and/or
- c. the software version

For avoidance of doubt, the purpose of the foregoing is to elicit information to enable the CMAs to identify with sufficient particularity the Principal Equipment employed or otherwise used on the U.S.-Taiwan Segment.

2. A complete list of all vendors, contractors, or subcontractors involved in providing, installing, operating, managing, repairing, or maintaining such Principal Equipment; and
3. A repair and maintenance plan for the Principal Equipment used in connection with the U.S.-Taiwan Segment and the Wet Infrastructure/Plant used in connection with the U.S.-Taiwan Segment.
4. Objections by the CMAs to any aspect of the items in the foregoing Sections 1 to 3 shall be handled pursuant to Article 6. In addition, in the event the CMAs object to any aspect of Principal Equipment used in connection with the U.S.-Taiwan Segment, the existing deployment of such Principal Equipment will not be expanded, the capabilities of any such Principal Equipment will not be enhanced, and GU Holdings will, in coordination with the CMAs, develop a plan (the "Phase-Out Plan") to phase out use of objectionable Principal Equipment on a timeframe acceptable to the CMAs. Until the Phase-Out Plan has been agreed to by the CMAs, objectionable Principal Equipment will not be upgraded, installed, replaced, or serviced without written authorization from the CMAs.

**Section B
Modification to Existing Principal Equipment**

1. GU Holdings will not expand the existing deployment or enhance the capabilities of any Principal Equipment used in connection with the U.S.-Taiwan Segment to which the CMAs have objected, and GU Holdings agrees to work in good faith to resolve the CMAs' objection. Until the objection is resolved, GU Holdings will not upgrade, install, replace, or service any Principal Equipment subject to the objection without written authorization from the CMAs.
2. GU Holdings shall provide the CMAs at least fifteen (15) 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 Principal Equipment used in connection with the U.S.-Taiwan Segment.
3. For any maintenance, repair, or replacement that is undertaken in response to an unforeseen or uncontrollable event and is necessary to ensure the continued operability of the Principal Equipment used in connection with the U.S.-Taiwan Segment, GU Holdings agrees to provide advance notice to the CMAs of the

PROVISIONAL NATIONAL SECURITY AGREEMENT FOR REQUESTED SPECIAL TEMPORARY AUTHORITY

modification, if practicable. Where providing notice is impracticable, GU Holdings will provide a detailed description of the maintenance, repair or equipment replacement and the circumstances surrounding the need to conduct such activity without prior notice. Should the CMAs object to the undertaken activity, GU Holdings will work in good faith to resolve the objection to the satisfaction of the CMAs. Nothing in this subsection limits the CMAs' ability to seek enforcement actions or compliance remedies specified elsewhere in this Agreement or available by law.

4. Objections under this Section shall be handled pursuant to Article 6.

Section C Vendors and Contractors

1. GU Holdings will provide notice at least thirty (30) days prior to any change to the list of vendors, contractors, or subcontractors involved in providing, installing, operating, managing, repairing, or maintaining the Principal Equipment used in connection with the U.S.-Taiwan Segment.
2. GU Holdings will provide identification for any vendor, contractor, or subcontractor performing service on a PLCN NOC, U.S. landing station space dedicated to the PLCN Cable, or branching unit or cable equipment used in connection with the U.S.-Taiwan Segment at least thirty (30) days before services are performed, subject to approval by the CMAs.
3. GU Holdings will identify Managed Network Service Providers, whether in the United States or elsewhere, who will provide services to the U.S.-Taiwan Segment at least thirty (30) days before any services are performed. Such notification will describe the service offerings or support offered by the Managed Network Service Provider and shall be subject to approval by the CMAs.
4. GU Holdings will notify the CMAs at least thirty (30) days prior to any change to the service offerings or support from a previously listed vendor, contractor, or subcontractor.
5. Objections under this Section shall be handled pursuant to Article 6.

Section D Principal Equipment Testing

1. GU Holdings will notify the CMAs at least forty-five (45) days prior to testing any new Principal Equipment connected to or otherwise employed by the PLCN Cable in connection with the U.S.-Taiwan Segment.

**PROVISIONAL NATIONAL SECURITY AGREEMENT FOR REQUESTED
SPECIAL TEMPORARY AUTHORITY**

2. Objections to under this Section shall be handled pursuant to Article 6.

**ARTICLE 4
USE, ACCESS AND SECURITY**

GU Holdings will comply with the following:

**Section A
Preventing Improper Use and Unauthorized Access**

1. GU Holdings shall take practicable measures to prevent unauthorized logical access to the PLCN Cable, Wet Infrastructure, and DCI used in connection with the U.S.-Taiwan Segment and to prevent any unlawful use or disclosure of information carried on the U.S.-Taiwan Segment, including Domestic Communications, and GU Holdings will include these measures in the policies that it develops and implements pursuant to this Agreement. For purposes of this Section, “practicable measures,” includes measures equal, comparable, or superior to generally recognized industry standards governing cybersecurity, information security, and privacy and will be measured 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 practicable 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 access to the PLCN Cable.
2. GU Holdings shall take appropriate measures to protect and promote resiliency of the U.S.-Taiwan Segment, including measures to ensure that security patches for systems and applications are up to date.
3. GU Holdings shall maintain or exceed best practices utilized within the U.S. industry for maintenance of password systems and firewalls, monitoring and oversight of logical access to the PLCN Cable, maintenance of non-destructive logical access logs, and periodic internal audits of network security and associated network devices.
4. GU Holdings shall submit to the CMAs no later than sixty (60) days from the execution of this Agreement a policy concerning logical security measures adopted in accordance with the requirements of this Section.
5. Objections under this Section shall be handled pursuant to Article 6.

**PROVISIONAL NATIONAL SECURITY AGREEMENT FOR REQUESTED
SPECIAL TEMPORARY AUTHORITY**

**Section B
Physical Security**

1. GU Holdings shall take practicable measures to physically secure the PLCN Cable, including the DCI and Wet Infrastructure. GU Holdings will screen appropriate persons in accordance with Article 4, Section C, and GU Holdings will require that all persons who physically access the DCI are escorted at all times by Screened Personnel. GU Holdings will maintain physical access logs and will provide such logs upon the CMAs' request.
2. GU Holdings shall submit to the CMAs no later than sixty (60) days from the execution of this Agreement a policy setting forth its physical security measures.
3. GU Holdings will provide the CMAs with a list of all persons, vendors, contractors, subcontractors, or other entities who have been granted physical access to the U.S.-Taiwan Segment on a semi-annual basis following the CMAs' approval of the physical security policy and thereafter upon request of the CMAs, including in the list the type of services or support offered by such persons, vendors, contractors, or entities. GU Holdings understands the CMAs may object to any persons, vendors, contractors, or entities on the list, and in the event of any such objection, GU Holdings agrees to prohibit any such persons, vendors, contractors, or entities from any further physical access to the U.S.-Taiwan Segment.
4. Objections under this Section shall be handled pursuant to Article 6.

**Section C
Screening Process**

1. GU Holdings shall submit to the CMAs no later than sixty (60) days after the execution of this Agreement a screening policy that will include, at a minimum, criminal background checks, public records check, and other generally accepted industry standards to ascertain a person's trustworthiness for the following circumstances:
 - a. Any person whose position could involve logical access to the U.S.-Taiwan Segment or DCI; and
 - b. Any person charged with securing the U.S.-Taiwan Segment or DCI ("Screened Personnel").
2. The CMAs will approve or disapprove the screening policy pursuant to Article 6. If GU Holdings utilizes a vendor or service provider, the selection of the vendor or service provider is also subject to review and approval by the CMAs. GU

PROVISIONAL NATIONAL SECURITY AGREEMENT FOR REQUESTED SPECIAL TEMPORARY AUTHORITY

Holdings agrees to cooperate with any request by the CMAs to provide additional identifying information regarding Screened Personnel.

3. GU Holdings will provide the CMAs a list of all Screened Personnel within thirty (30) days of the CMAs' approval of the screening policy and thereafter upon the CMAs' request. Such list will include:
 - a. full name (last, first, middle name);
 - b. other names and aliases used;
 - c. current address;
 - d. country and city of residence;
 - e. date of birth and place of birth;
 - f. social security number (where applicable);
 - g. national identity number, including nationality, date and place of issuance, and expiration date (where applicable);
 - h. passport number (if more than one, all must be fully disclosed), nationality, date and place of issuance, and expiration date and, if a U.S. visa holder, the visa type and number, date and place of issuance, and expiration date; and
 - i. dates and nature of foreign government service (where applicable).
4. GU Holdings understands the CMAs may object to any persons identified on the list, and in the event of any such objection, GU Holdings agrees to promptly remove any such persons from the list of Screened Personnel and immediately terminate all physical and logical access.

ARTICLE 5 REPORTING OBLIGATIONS

GU Holdings will comply with the following:

Section A Reporting Incidents and Breaches

1. GU Holdings agrees to report in writing to the CMAs within two (2) days if it learns of an incident and/or attempted incident in connection with the U.S.-Taiwan Segment that reasonably indicates:
 - a. Unauthorized access to, or attempted access to, or intentional disruption of, the U.S.-Taiwan Segment or any information being carried on the U.S.-Taiwan Segment;
 - b. Disruption, shunt faults, or unplanned cable outages as reported to the FCC;

**PROVISIONAL NATIONAL SECURITY AGREEMENT FOR REQUESTED
SPECIAL TEMPORARY AUTHORITY**

- c. Any unauthorized physical access to the U.S. cable landing station or the PLCN NOC used in connection with the U.S.-Taiwan Segment;
 - d. Any unauthorized access to or disclosure of Network Management Information;
 - e. Any other unauthorized access to or disclosure of Domestic Communications in violation of federal, state, or local law; or
 - f. Any material breach of the commitments made in this Agreement.
2. GU Holdings agrees that it will require the NOC and cable landing station service providers in the United States and Taiwan, by contract, to report within two (2) days any incident that GU Holdings must report to the CMAs under Section A.1. GU Holdings will summarize relevant contract changes during the reporting period as part of the annual report required under Section D.
 3. GU Holdings shall remediate any incidents or breaches reported pursuant to this provision to the satisfaction of the CMAs.
 4. GU Holdings agrees that, in the event that GU Holdings breaches the commitments set forth in this Agreement, to include conduct contrary to a CMA objection, the CMAs may request that the FCC modify, condition, revoke, cancel, terminate, or render null and void any relevant license, permit, or other authorization granted by the FCC with respect to the U.S.-Taiwan Segment, in addition to any other remedy available under this Agreement, other applicable U.S. laws, or equity.

Section B

Instruction of Obligations, Reporting Policy and Non-Retaliation

1. GU Holdings shall instruct appropriate officers, employees, contractors, and agents as to its obligations under this Agreement, including each person's duty to report any violation and to issue periodic reminders of such obligations.
2. Within forty-five (45) days of the effective date, GU Holdings shall adopt and distribute to the management of GU Holdings, a written policy for the reporting by the management of GU Holdings of any noncompliance with this Agreement. This written policy shall also provide for the reporting by any employees, agents and contractors to the management of GU Holdings of information that requires notice under this Agreement. GU Holdings shall make such policy available to the CMAs upon request.
3. GU Holdings shall notify all relevant employees, contractors, and agents of the obligations arising under this Agreement. The written statement informing employees, contractors, and agents of the need to report this information shall also

**PROVISIONAL NATIONAL SECURITY AGREEMENT FOR REQUESTED
SPECIAL TEMPORARY AUTHORITY**

state that GU Holdings will not discriminate against, or otherwise take adverse action against, anyone who reports such information to the management of GU Holdings or the United States Government.

**Section C
Change in Control and Foreign Influence**

1. If GU Holdings learns that any foreign entity or individual, other than those already identified, has or likely will obtain an ownership interest, whether direct or indirect, in GU Holdings or the U.S.-Taiwan Segment 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 GU Holdings or the U.S.-Taiwan Segment, GU Holdings agrees to provide notice in writing to the CMAs within ten (10) days. Notice under this Section will, at a minimum:
 - a. Identify the entity(ies) or individual(s) acquiring control;
 - b. Identify the beneficial owners of any such increased or prospective increased ownership interest in GU Holdings or the U.S.-Taiwan Segment by the entity(ies) or individual(s); and
 - c. Quantify the amount of ownership interest that the entity(ies) or individual(s) has or likely will obtain in GU Holdings or the U.S.-Taiwan Segment and, if applicable, the basis for their prospective control of GU Holdings or the U.S.-Taiwan Segment.

2. If GU Holdings learns of any information that indicates that any foreign Government, any foreign Government-controlled entity, or any foreign entity plans to participate or has participated in any aspect of the day-to-day management of GU Holdings or the U.S.-Taiwan Segment in such a way that:
 - a. materially interferes with or impedes the performance by GU Holdings of its duties and obligations under the terms of this Agreement;
 - b. materially interferes with or impedes the exercise by GU Holdings of its rights under the Agreement; or
 - c. raises a material concern with respect to the successful fulfillment by GU Holdings of its obligations under this Agreement;GU Holdings shall within ten (10) days provide notice of the timing and the nature of the Foreign Government's or entity's plans or actions.

**Section D
Annual Report**

1. Following the date of execution of this Agreement, GU Holdings agrees to submit to the CMAs an annual report assessing its compliance with the terms of this

PROVISIONAL NATIONAL SECURITY AGREEMENT FOR REQUESTED SPECIAL TEMPORARY AUTHORITY

Agreement for the preceding period. The date of the annual report shall be set by the Parties.

2. The CMAs may request specific content be included in a given year's annual report, but at a minimum the report will include:
 - a. the names and contact information of the then-current POCs;
 - b. Cable System Information, as described in Article 2.B, above, noting any changes during the reporting period;
 - c. a list identifying all of the current Principal Equipment, as well as the vendors, contractors, or subcontractors involved in providing, installing, operating, managing, repairing, or maintaining the Principal Equipment, containing all information described in Article 3.A, identifying any material modifications during the reporting period;
 - d. a copy of the then-current logical security measures, physical security measures and screening policy, and a summary of any changes during the reporting period and the reasons therefore;
 - 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 Agreement; and
 - f. a summary of any known acts of noncompliance with the terms of this Agreement 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.

Section E Audit Requirement

1. At their sole discretion, but no more than once during each 365-day period from the effective date of this Agreement, the CMAs may request a third-party audit of the compliance of GU Holdings with the terms of this Agreement. The CMAs may choose the third-party auditor. The costs associated with complying with this Section shall be borne by GU Holdings.
2. Guided by the provisions and obligations in this Agreement, the CMAs shall determine the nature and scope of the audit in consultation with GU Holdings. In the event of a disagreement, the CMAs' reasonably asserted determination shall control.

Section F Consultation and Site Visits

**PROVISIONAL NATIONAL SECURITY AGREEMENT FOR REQUESTED
SPECIAL TEMPORARY AUTHORITY**

1. GU Holdings will work in good faith to resolve to the satisfaction of the CMAs any concerns the CMAs may raise about materials submitted pursuant to this Agreement.
2. GU Holdings will work in good faith to resolve to the satisfaction of the CMAs any national security, law enforcement, or public safety concerns the CMAs may raise with respect to any matters set forth in this Agreement.
3. GU Holdings agrees that upon reasonable advance notice, the CMAs may visit any part of the PLCN System used in connection with the U.S.-Taiwan Segment to conduct on-site reviews concerning the implementation of the terms of this Agreement and GU Holdings' compliance with its terms. During such visits, GU Holdings will provide unimpeded, escorted access to personnel and business records including but not limited to technical, physical, management, or security records that are reasonably asserted to be necessary to verify compliance with the terms of the Agreement.
4. Upon notice from the CMAs, GU Holdings shall make available for interview within three (3) days knowledgeable personnel who are in a position to provide information to verify compliance with this agreement.
5. GU Holdings shall perform its compliance obligations pursuant to this Agreement with the understanding that the distinct yet overlapping natures of the CMAs' individual missions and equities may result in separate compliance oversight for each CMA's discrete rights and obligations under this Agreement.

**ARTICLE 6
OBJECTION BY THE COMPLIANCE MONITORING AGENCIES**

If the CMAs do not object to a notice, policy, or request submitted pursuant to this Agreement within sixty (60) days of receipt, the CMAs will be deemed to have approved the same. Should the CMAs seek additional information within the sixty (60) day objection period, the CMAs' objection period will be extended by the number of days the CMAs awaited the complete requested information; in that event, the CMAs will be deemed to have approved if they do not object within the extended period.

**ARTICLE 7
ENFORCEMENT**

Nothing in this Agreement limits or affects the right of the United States Government Parties to:

**PROVISIONAL NATIONAL SECURITY AGREEMENT FOR REQUESTED
SPECIAL TEMPORARY AUTHORITY**

1. Request that the FCC modify, condition, revoke, cancel, or render null and void any license, permit, or other authorization granted or given by the FCC for the U.S.-Taiwan Segment, request that the FCC take other action including declaratory relief, or request that the FCC impose any other appropriate sanction, including but not limited to a forfeiture or other monetary penalty;
2. Seek civil sanctions for any violation by GU Holdings of any U.S. law or regulation or term of this Agreement, including, but in no way limited to, removal of the U.S.-Taiwan Segment or injunctive relief;
3. Pursue criminal sanctions against GU Holdings or any PLCN Party, or any officer, director, employee, contractor, or agent of GU Holdings, or against any other person or entity, for violations of the criminal laws of the United States);
4. Seek suspension or debarment of GU Holdings from eligibility for contracting with the U.S. Government in accordance with applicable law and regulation.

**ARTICLE 8
GENERAL PROVISIONS**

1. Computation of Time: For purposes of counting days in this Agreement, 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.
2. Tolling of Deadlines. Any approval provision applicable to the CMAs pursuant to this agreement shall be tolled during a lapse in appropriations or any other time when the federal government in the greater Washington, D.C., area is closed for one (1) or more days of business.
3. Future Corporate Forms: This Agreement shall be binding upon GU Holdings and its successors, assigns, subsidiaries, and affiliates.
4. Notices: Following the effective date, all notices and other communications specifically required under this Agreement shall be in writing and shall be deemed given as of the date of receipt and shall be sent by electronic mail specified below or in a subsequent notice. If requested by the CMAs, GU Holdings will provide a copy by one of the following methods: (a) personal delivery; (b) documented overnight courier service; or (c) registered or certified mail, postage prepaid, addressed to the Parties' designated representatives at the addresses shown below,

**PROVISIONAL NATIONAL SECURITY AGREEMENT FOR REQUESTED
SPECIAL TEMPORARY AUTHORITY**

or to such other representatives at such addresses as the Parties may designate in accordance with this Section:

If to the CMAs:

U.S. Department of Justice
Attention: Eric S. Johnson and Loyaan Egal
National Security Division
Foreign Investment Review Section
175 N Street, NE
Washington, DC 20530
Compliance.Telecom@usdoj.gov

U.S. Department of Homeland Security
Attention: Brien Beattie
Director, Foreign Investment Risk Management
Office of Strategy, Policy, and Plans
Mail Stop 0445
2707 Martin Luther King Avenue, SE
Washington, DC 20528
ip-fcc@hq.dhs.gov

U.S. Department of Defense
Attention: Barbara Key
DCIO (Cybersecurity)
6000 Defense
Rm 3D1048
Washington DC 20301-0001
barbara.m.key.civ@mail.mil

If to GU Holdings:

Austin Schlick
President
GU Holdings Inc.
1600 Amphitheatre Parkway
Mountain View, CA 94043
schlick@google.com

5. Changed Circumstance: If, after this Agreement takes effect, the CMAs or GU Holdings believe that changed circumstances warrant modifying or terminating this Agreement, the Parties will negotiate in good faith to address the concerns arising from any changed circumstances. Rejection of a proposed modification

**PROVISIONAL NATIONAL SECURITY AGREEMENT FOR REQUESTED
SPECIAL TEMPORARY AUTHORITY**

alone shall not constitute evidence of a failure to negotiate in good faith. If the CMAs determine that the terms of this Agreement are inadequate or no longer necessary to address national security, law enforcement, or public safety concerns, GU Holdings will address those concerns to the satisfaction of the CMAs.

6. Continuing Obligations: Nothing in this Agreement is intended to excuse GU Holdings from its obligations to comply with all applicable legal requirements and obligations, including all applicable statutes, regulations, requirements, or orders.
7. Irreparable Injury: GU Holdings agrees that the United States would suffer irreparable injury if for any reason GU Holdings failed to perform any of its obligations under this Agreement, and that monetary relief would not be an adequate remedy. Accordingly, GU Holdings agrees that, in seeking to enforce this Agreement, the Government Parties shall be entitled, in addition to any other remedy available at law or equity, to seek specific performance and injunctive or other equitable relief.
8. Waiver of Immunity: GU Holdings agrees that, to the extent that it or any of its property (including FCC licenses and authorizations and intangible property) is or becomes entitled at any time to any immunity on the ground of sovereignty or otherwise based upon a status as an agency or instrumentality of a “Foreign State” (as defined in 18 U.S.C. § 1603) from any legal action, suit or proceeding or from setoff or counterclaim relating to this Agreement, from the jurisdiction of any competent court or the FCC, from service of process, from attachment prior to judgment, from attachment in aid of execution of a judgment, from execution pursuant to a judgment or arbitral award, or from any other legal process in any jurisdiction, it, for itself and its property expressly, irrevocably and unconditionally waives, and agrees not to plead or claim, any such immunity with respect to matters arising with respect to this Agreement or the obligations herein (including any obligation for the payment of money) in any proceeding brought by a federal, state, or local U.S. Government Authority. GU Holdings agrees that the waiver in this provision is irrevocable and is not subject to withdrawal in any jurisdiction or under any statute, including the Foreign Sovereign Immunities Act, 28 U.S.C. § 1602 *et seq.* The foregoing waiver shall constitute a present waiver of immunity on the ground of sovereignty or otherwise based upon a status as an agency or instrumentality of a Foreign State at any time any action is initiated by a federal, state, or local U.S. Government Authority against GU Holdings with respect to compliance with this Agreement.
9. Forum Selection: It is agreed by and between the Parties that a civil action among the Parties for judicial relief with respect to any dispute or matter whatsoever

**PROVISIONAL NATIONAL SECURITY AGREEMENT FOR REQUESTED
SPECIAL TEMPORARY AUTHORITY**

arising under, in connection with, or incident to, this Agreement shall be brought, if at all, in the United States District Court for the District of Columbia. GU Holdings expressly waives any personal jurisdiction defenses under 47 U.S.C. § 36 to an action in the United States District Court for the District of Columbia brought by the United States or its agencies.

10. Other Laws: Nothing in this Agreement is intended to limit or constitute a waiver of: (a) any obligation imposed by any U.S. federal, state, or local laws on any Party; (b) any enforcement authority available under any U.S. or state laws; (c) the sovereign immunity of the United States; or (d) any authority the U.S. Government may possess over the activities or facilities of GU Holdings located within or outside the United States (including authority pursuant to the International Emergency Economic Powers Act). Nothing in this Agreement is intended to or is to be interpreted to require the Parties to violate any applicable law.
11. Entire Agreement: This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties with respect to such subject matter. This Agreement may only be modified by written agreement signed by all of the Parties. Any substantial modification to this Agreement shall be reported to the FCC within thirty (30) days after approval in writing by the Parties.
12. Severability: The provisions of this Agreement shall be severable and if any provision thereof or the application of such provision under any circumstances is held invalid by a court of competent jurisdiction, it shall not affect any other provision of this Agreement or the application of any provision thereof.
13. Effectiveness of Agreement: Except as otherwise specifically provided in the provisions of this Agreement, the obligations imposed and rights conferred by this Agreement shall take effect upon the date this Agreement is signed by the last Party to sign it.
14. Termination of Agreement: This Agreement shall terminate automatically upon the expiration or voluntary surrender of the U.S.-Taiwan STA, and may be terminated at any time by a written agreement signed by the Parties. The Parties agree that they will reasonably consider any termination request submitted pursuant to this Agreement. In the event that the STA is extended beyond its initial term, GU Holdings agrees that the CMAs may invoke Paragraph 5 of this Section.

**PROVISIONAL NATIONAL SECURITY AGREEMENT FOR REQUESTED
SPECIAL TEMPORARY AUTHORITY**

15. Meet and Confer: Within thirty (30) days from when the Government Parties submit a recommendation to the FCC regarding the cable landing license application for the PLCN Cable (FCC File No. SCL-LIC-20170421-00012, as amended), the Parties will meet to discuss the significance of that recommendation for this Agreement, and related matters, to include invoking Paragraph 5 of this Section.
16. No Prejudice to Subsequent Proceedings or Agreements: This Agreement in whole or in part shall not constitute a waiver of or prejudice to any position taken or adopted by any Party in any subsequent proceeding or negotiation.
17. Notification to FCC: Upon execution of this Agreement, the Government Parties will timely notify the FCC that they have no objection to the FCC's grant of the U.S.-Taiwan STA.
18. Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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**PROVISIONAL NATIONAL SECURITY AGREEMENT FOR REQUESTED
SPECIAL TEMPORARY AUTHORITY**

For GU Holdings:

By:  _____

Name: Austin C. Schlick

Title: President

Date: April 2, 2020

**PROVISIONAL NATIONAL SECURITY AGREEMENT FOR REQUESTED
SPECIAL TEMPORARY AUTHORITY**

Agreed to on the last date written below.

For the U.S. Department of Justice:

By: 
Name: Eric S. Johnson
Title: Deputy Chief, Foreign Investment Review Section
National Security Division
Date: 7/7/20

For the U.S. Department of Homeland Security:

By: _____
Name: The Honorable Chad F. Wolf
Title: Acting Secretary
U.S. Department of Homeland Security
Date:

For the U.S. Department of Defense:

By: _____
Name: Mitch Komaroff
Title: Acting Principal Director,
DCIO (Cybersecurity)
Date:

**PROVISIONAL NATIONAL SECURITY AGREEMENT FOR REQUESTED
SPECIAL TEMPORARY AUTHORITY**

Agreed to on the last date written below.

For the U.S. Department of Justice:

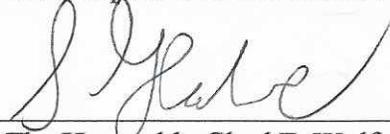
By: _____

Name: Eric S. Johnson

Title: Deputy Chief, Foreign Investment Review Section
National Security Division

Date:

For the U.S. Department of Homeland Security:

By:  _____

Name: The Honorable Chad F. Wolf

Title: Acting Secretary
U.S. Department of Homeland Security

Date: 4/7/20

For the U.S. Department of Defense:

By: _____

Name: Mitch Komaroff

Title: Acting Principal Director,
DCIO (Cybersecurity)

Date:

**PROVISIONAL NATIONAL SECURITY AGREEMENT FOR REQUESTED
SPECIAL TEMPORARY AUTHORITY**

Agreed to on the last date written below.

For the U.S. Department of Justice:

By: _____

Name: Eric S. Johnson

Title: Deputy Chief, Foreign Investment Review Section
National Security Division

Date:

For the U.S. Department of Homeland Security:

By: _____

Name: The Honorable Chad F. Wolf

Title: Acting Secretary
U.S. Department of Homeland Security

Date:

For the U.S. Department of Defense:

By: KOMAROFF.MITC Digitally signed by
KOMAROFF.MITCHELL.12477589
HELL.1247758948 48
Date: 2020.04.06 10:40:18 -04'00'

Name: Mitch Komaroff

Title: Acting Principal Director,
DCIO (Cybersecurity)

Date: