



June 3, 2019

Assistant Secretary for Border, Immigration and Trade
Office of Policy
Mail Stop 0445
U.S. Department of Homeland Security
2707 Martin Luther King Jr. Ave SE
Washington, D.C. 20528-0445
IP-FCC@hq.dhs.gov

Dear Sir:

This Letter of Assurances (“LOA”) outlines the commitments made by GCI Communication Corp. (“GCICC”) to the U.S. Department of Homeland Security (“DHS”) to address national security, law enforcement, and public safety concerns raised with regard to an application filed by GCICC with the Federal Communications Commission (“FCC”) requesting authority to land and operate a non-common carrier fiber-optic submarine cable system connecting five communities in Southwest Alaska and the Aleutian Islands (“AU-Aleutian Cable System”).¹

GCICC has agreed to provide this LOA to DHS, and GCICC understands that DHS will petition the FCC to condition the requested authorization on compliance with this LOA.

For purposes of this LOA:

- A. “Domestic Communications” means: (a) Wire Communications or Electronic Communications (whether stored or not) between one U.S. location and another U.S. location; 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.
- B. “Domestic Communications Infrastructure” or “DCI” means: (a) any portion of the AU-Aleutian Cable System that physically is located in the United States, up to 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

¹ SCL-LIC-20171031-00024, Application for a License to Land and Operate a Non-Common Carrier Fiber-Optic Submarine Cable System connecting communities in Southwest Alaska and the Aleutian Islands.



business functions, *e.g.*, Microsoft Office) used by or on behalf of GCICC to provide, process, direct, control, supervise, or manage Domestic Communications; and (b) Network Operations Center (“NOC”) facilities, as defined in Section D below.

- C. “Electronic Communication” has the meaning set forth in 18 U.S.C. § 2510(12).
- D. “Network Operations Center” or “NOC” means the locations and facilities designated as such by GCICC for purposes of performing network management, monitoring, maintenance, or other operational functions for the AU-Aleutian Cable System.
- E. “Principal Equipment” means the primary electronic components of the AU-Aleutian Cable System, which includes the Domestic Communications Infrastructure and Wet Infrastructure. Principal Equipment includes, but is not limited to: 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”); wave division multiplexing (“WDM”); dense wave division multiplexing (“DWDM”); coarse wave division multiplexing (“CWDM”); or optical carrier network (“OCx”) equipment, as applicable; and any non-embedded software used for monitoring, administration, or provisioning the AU-Aleutian Cable System (with the exception of COTS software used for common business functions, *e.g.*, Microsoft Office).
- F. “Wet Infrastructure” means hardware components installed and residing on the undersea portion of the AU-Aleutian Cable System, including fiber optic cables, repeaters, branching units, and routers (if any). Wet Infrastructure includes all the components used in order to define the topology of the undersea portion of the AU-Aleutian Cable System.
- G. “Wire Communication” has the meaning set forth in 18 U.S.C. § 2510(1).

GCICC undertakes to comply with the following commitments:

1. Security Points of Contact



Within thirty (30) business days of the execution of this LOA, GCICC will nominate a Security Point of Contact (“POC”) for purposes of this LOA. The POC will be a U.S. citizen residing in the United States. GCICC understands that the POC nomination will be subject to DHS review and non-objection, and may be subject to a background check at the sole discretion of DHS.

The POC will be available twenty-four (24) hours per day, seven (7) days per week, regarding any national security, law enforcement, or public safety concerns that DHS may raise with respect to the AU-Aleutian Cable System. The POC will be responsible for receiving and promptly effectuating any lawful inquiries or requests for information and for otherwise ensuring compliance with obligations set forth in this LOA.

GCICC agrees to notify DHS of any proposed change to the POC at least ten (10) business days in advance of such proposed change. GCICC understands that any proposed POC nomination will be subject to DHS review and non-objection and may be subject to a background check at the sole discretion of DHS.

2. Cable System Information

Within sixty (60) business days of the execution of this LOA, and, thereafter, within fifteen (15) business days upon DHS request, GCICC agrees to make available the following AU-Aleutian Cable System Information.

- (a) Network management information, including: (1) a network map that includes physical and logical topology; (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) GCICC organizational chart, to include specific reference to the names and positions of senior GCICC officials responsible for operations of the AU-Aleutian Cable System; and (6) descriptions of interfaces and connections to the AU-Aleutian Cable System for service offload, disaster recovery, or administrative functions;
- (b) A complete and current list of all contracts held by GCICC or its designee(s) for the maintenance and security of the AU-Aleutian Cable System; and



- (c) A restoration plan for the Principal Equipment and the Wet Infrastructure for the AU-Aleutian Cable System.

3. Principal Equipment List

Within sixty (60) business days of the execution of this LOA, GCICC agrees to provide DHS with a list to include:

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

GCICC understands that DHS will object to the Principal Equipment List within thirty (30) business days of receipt. In the event of such an objection, GCICC will negotiate in good faith to address the objection. GCICC understands that DHS will provide any available unclassified information on which DHS relied, and afford GCICC an opportunity to rebut any such information or provide additional information for DHS consideration. Failure by DHS to object within the required timeframe will constitute consent to use of the equipment included on the Principal Equipment List and the services of the vendors, contractors, or subcontractors identified on the Principal Equipment List.

4. Material Modifications to Existing Principal Equipment

GCICC agrees to provide DHS at least fifteen (15) business days' advance notice prior to performing any maintenance, repair, or replacement that would result in any material modification to existing Principal Equipment for the AU-Aleutian Cable System. GCICC may not comply with the advance notice requirement 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 the AU-Aleutian Cable System; however, in such circumstances, GCICC agrees to provide advance notice to DHS of the material modification, if practicable, and, if impracticable, GCICC agrees to provide notice within ten (10) business days after the material modification of the Principal Equipment. GCICC may continue to utilize any Principal Equipment repaired or replaced pursuant to the process outlined in this paragraph, provided that DHS does not object within thirty (30) business days of notification.



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

GCICC agrees to provide at least thirty (30) business days' advance notice prior to modifying the list of vendors, contractors, or subcontractors involved in providing, installing, operating, managing, or maintaining the Principal Equipment. In addition, GCICC agrees to provide at least thirty (30) business days' advance notice prior to modifying 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). GCICC understands that DHS will approve or disapprove any modification or change proposed pursuant to this Paragraph within thirty (30) business days of receipt. In the event of such an objection, GCICC will negotiate in good faith to address the objection. GCICC understands that DHS will provide any available unclassified information on which DHS relied, and afford GCICC an opportunity to rebut any such information or provide additional information for DHS consideration. Failure by DHS to object within the required timeframe shall be deemed to constitute consent to proposed modification or change.

6. Equipment Testing

GCICC agrees to provide at least thirty (30) business days' advance notice prior to initiating the testing of any new Principal Equipment connected to the Domestic Communications Infrastructure or the Wet Infrastructure by any vendor not already on the approved Principal Equipment List. GCICC understands that DHS will object to the testing proposed pursuant to this Paragraph within thirty (30) business days of receipt. In the event of such an objection, GCICC will negotiate in good faith to address the objection. GCICC understands that DHS will provide any available unclassified information on which DHS relied, and afford GCICC an opportunity to rebut any such information or provide additional information for DHS consideration. Failure by DHS to object within the required timeframe shall be deemed to constitute consent to proposed testing.

7. Measures to Prevent Improper Use and Unauthorized Access

GCICC agrees to take all practicable measures to prevent unauthorized access to the AU-Aleutian Cable System and to prevent any unlawful use or disclosure of information carried on the same. For purposes of this Paragraph, "all practicable measures," at a minimum, include compliance with all applicable U.S. laws and regulations governing cybersecurity, information security, and privacy. Such measures shall include a NIST-compliant cyber-security plan, to 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.

GCICC agrees to take appropriate measures to protect and promote resiliency of the AU-Aleutian Cable System, including measures to ensure that security patches for systems and applications are up to date.

GCICC agrees to maintain or exceed security standards and best practices utilized within the U.S. telecommunications industry for maintenance of password systems and firewalls, non-destructive access logs, and periodic internal audits of network security and associated networks devices. GCICC agrees to submit a policy regarding logical security measures adopted in accordance with this Paragraph to DHS within sixty (60) business days of the date of execution of this LOA. GCICC agrees to meet and confer with DHS and to resolve to the satisfaction of DHS any concerns DHS may raise about such policy.

8. Physical Security Measures

GCICC agrees to take all practicable measures to physically secure the AU-Aleutian Cable System, including the DCI. GCICC will screen appropriate personnel in accordance with Paragraph 9 below, and GCICC will require that all visitors who physically access the DCI are escorted at all times by Screened Personnel, as defined herein. GCICC agrees to submit a policy regarding physical security measures to DHS within sixty (60) business days of the date of execution of this LOA. GCICC agrees to meet and confer with DHS and to resolve to the satisfaction of DHS any concerns DHS may raise about such policy.

9. Screening of Personnel

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

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

GCICC'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 satisfying the



requirements set forth in the screening policy, such persons shall be considered “Screened Personnel.”

GCICC agrees to submit the screening policy to DHS within sixty (60) business days of the date of execution of this LOA. GCICC agrees to negotiate in good faith with DHS and to address any concerns DHS may raise about such policy. GCICC agrees to cooperate with any request by DHS to provide additional identifying information regarding Screened Personnel.

10. Reporting Incidents and Breaches

GCICC agrees to report to DHS promptly if it learns of information that reasonably indicates:

- (a) Unauthorized third-party access to, or disruption or corruption of, the AU-Aleutian Cable System or any information being carried on the AU-Aleutian Cable System;
- (b) Any other unauthorized access to or disclosure of Domestic Communications in violation of federal, state, or local law; or
- (c) Any material breach of the commitments made in this LOA.

GCICC agrees to make any reports required by this provision in writing to DHS within ten (10) business days of discovery of the relevant conduct. GCICC further agrees to remediate any incidents or breaches reported pursuant to this provision to the satisfaction of DHS.

11. Instruction of Obligations

GCICC agrees to instruct appropriate officers, employees, contractors, and agents as to GCICC’s obligations under this LOA, including the individuals’ duty to report any violation, and shall issue periodic reminders of such obligations. GCICC agrees to issue initial instructions in writing within sixty (60) business days of the date of execution of this LOA, and updated instructions annually thereafter. GCICC agrees to submit a copy of such instructions to DHS at the same time.

12. Change in Services or Cable Operations



GCICC agrees to notify DHS in writing at least thirty (30) business days prior to implementing any changes to the communications services or operations of the AU-Aleutian Cable System. GCICC 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.

13. Annual Report

On the anniversary of the date of this LOA, GCICC agrees to submit to DHS a report assessing GCICC'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 POCs;
- (b) Cable System Information, as described in Paragraph 2 above, noting any changes during the reporting period;
- (c) An updated Principal Equipment List containing all information described in Paragraph 3 above, identifying any material modifications during the reporting period;
- (d) A copy of the then-current policies adopted in accordance with this LOA including policies for logical security (Paragraph 7), physical security (Paragraph 8), personnel screening (Paragraph 9), incident reporting (Paragraph 10), and employee training (Paragraph 11), 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 LOA; and
- (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.

14. DHS Consultation and Visitation



GCICC agrees to meet and confer with DHS and to resolve to the satisfaction of DHS any concerns DHS may raise about materials submitted pursuant to this LOA.

GCICC agrees to negotiate in good faith to resolve to the satisfaction of DHS any national security, law enforcement, or public safety concerns DHS may raise with respect to any matters set forth in this LOA.

GCICC agrees that, upon reasonable advance notice, DHS may visit any part of the DCI to conduct on-site reviews concerning the implementation of the terms of this LOA and GCICC's compliance with its terms. Subject to applicable law, during such visits, GCICC will cooperate with DHS requests to make available information, facilities, and personnel to verify compliance with the terms of this LOA.

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

GCICC agrees that, in the event that GCICC breaches the commitments set forth in this LOA, DHS may request that the FCC modify, condition, revoke, cancel, terminate, or render null and void any relevant license, permit, or other authorization granted by the FCC to GCICC or any successors-in-interest, in addition to pursuing any other remedy available at law or equity.

If, after this LOA takes effect, DHS or GCICC believes that changed circumstances warrant modifying or terminating this LOA (including if DHS determines that the terms of this LOA are inadequate or no longer necessary to address national security, law enforcement, or public safety concerns), GCICC agrees to negotiate in good faith with DHS 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 GCICC from its obligations to comply with all applicable legal requirements and obligations, including all applicable statutes, regulations, requirements, or orders.

GCICC understands that, promptly upon execution of this letter by an authorized representative or attorney for GCICC, DHS will notify the FCC that it has no objection to the FCC's grant of the pending application.



For and on behalf of GCICC

A handwritten signature in cursive script that reads "Dan Boyette".

Dan Boyette

Vice President and General Manager - AU-Aleutian Program

GCI Communication Corp.

2550 Denali Street, Suite 1000

Anchorage, Alaska 99503

+1 907 868 5520

dboyette@gci.com