

May 22, 2020

Assistant Secretary for Trade and Economic Security  
Office of Strategy, Policy and Plans  
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 Edge Cable Holdings USA, LLC (“Edge”), NTT America, Inc. (“NTT America”), NTT Worldwide Telecommunications Corporation (“NTT”), HKT Global (Singapore) Pte. Ltd. (“HKT”), PLDT Inc. (“PLDT”), SoftBank Corp. (“SoftBank”), and Amazon Data Services, Inc. (“Amazon”) (collectively, the “Licensees”) 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 the Licensees with the Federal Communications Commission (“FCC”) for a license to land and operate a private fiber-optic submarine cable network connecting Hermosa Beach, California; Cloverdale, Oregon; Maruyama and Shima, Japan; and Daet, the Philippines, the JUPITER Cable System (“JUPITER”).<sup>1</sup> The JUPITER segments between Hermosa Beach, Maruyama and Shima, (collectively, “Main Trunk”) will be owned and operated by the Licensees and their affiliates. The branch between Pacific City, Oregon and a branching Unit on the Main Trunk will be owned and operated by Edge and its affiliates (the “Oregon Branch”), and the branch between Daet, Philippines and a branching unit on the Main Trunk will be owned and operated by PLDT.

The Licensees have agreed to provide this LOA to DHS, and the Licensees understand that DHS will petition the FCC to condition the requested authorization on compliance with this LOA.

For purposes of this LOA:

- A. “Access” means the ability to physically or logically undertake any of the following actions: (a) read, divert, or otherwise obtain non-public information or technology from or about software, hardware, a system or a network; (b) add, edit or alter information or technology stored on or by software, hardware, a system or a network; and (c) alter the physical or logical state of software, hardware, a system or a network (e.g., turning it on or off, changing configuration, removing or adding components or connections).
- B. “Domestic Communications” means: (a) Wire Communications or Electronic Communications (whether stored or not) from one U.S. location to another U.S. location

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<sup>1</sup> FCC File No. SCL-LIC-20180517-00012, Joint Application for a Cable Landing License.

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 or its territories.

- C. “Domestic Communications Infrastructure” or “DCI” means: (a) any portion of JUPITER that physically is located in the United States or its territories, up to and including the submarine line terminating equipment, including (if any) transmission, switching, bridging, and routing equipment, and any associated software (with the exception of commercial-off-the-shelf (“COTS”) software used for common business functions, *e.g.*, Microsoft Office) used to provide, process, direct, control, supervise, or manage Domestic Communications; and (b) Network Operations Center (“NOC”) facilities, as defined in Section E below.
- D. “Electronic Communication” has the meaning given it in 18 U.S.C. § 2510(12).
- E. “Network Operations Center” or “NOC” means the locations and facilities designated as such by the Licensees for purposes of performing network management, monitoring, maintenance, or other operational functions for JUPITER.
- F. “Principal Equipment” means the primary electronic components of JUPITER, which comprises the DCI and Wet Infrastructure. Principal Equipment includes: 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 of JUPITER (with the exception of COTS software used for common business functions, *e.g.*, Microsoft Office).
- G. “Screened Personnel” has the meaning given it in Section 11 below.
- H. “Wet Infrastructure” means hardware components installed and residing on the undersea portion of JUPITER, 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 JUPITER.
- I. “Wire Communication” has the meaning given it in 18 U.S.C. § 2510(1).

The Licensees undertake to comply with the following commitments:

### **1. Points of Contact**

NTT America (with respect to the Main Trunk) and Edge (with respect to the Oregon Branch) each agree to maintain a Point of Contact (“Primary POC”) for purposes of this LOA. Each

individual Licensee other than NTT America and Edge will designate a Secondary POC for purposes of this LOA. The Primary POCs and Secondary POCs will possess the appropriate authority, reporting lines, independence, skills and resources to ensure compliance with the terms of this LOA. The Primary POCs will be non-dual U.S. citizens residing in the United States and, to the knowledge of the Party, will be eligible to hold U.S. Government security clearances at the “Secret” level or higher. Each Licensee agrees to nominate its proposed Primary POC or Secondary POC within thirty (30) days of the execution of this LOA. The Licensees understand that the Primary and Secondary POC nominations will be subject to DHS review and non-objection and that each may be subject to a background check at the sole discretion of DHS. In order to facilitate this, upon request by DHS, the Licensees will provide personally identifiable information as needed by DHS.

The Primary POCs and/or the Secondary POCs 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 JUPITER. Upon request by DHS, the Primary POCs will make themselves available in person within the United States within 72-hours, at a date and location, including in a classified setting, as deemed necessary by DHS. The Primary POCs and/or Secondary POCs 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.

The Licensees agree to notify DHS of any proposed change to the Primary POCs or Secondary POCs at least ten (10) days in advance of such proposed change. The Licensees understand that any proposed Primary POC or Secondary POC 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 forty-five (45) days of the execution of this LOA, and, thereafter, within thirty (30) days upon request by DHS, the Licensees agree to make available the following JUPITER information:

- (a) Network management information, as follows: (1) a network map that includes physical and logical topology, including any terrestrial backhaul from the cable landing stations to SLTE locations or other facilities housing JUPITER Principal Equipment; (2) network and telecommunications architecture descriptions and associated descriptions of interconnection points and controlled gateways to the DCI and Wet Infrastructure; (3) network operational plans, processes, and procedures; (4) locations and functions of any NOCs, data centers, and main distribution facilities; (5) organizational chart, to include specific reference to the names and positions of senior Licensee officials responsible for operations of JUPITER, and/or senior officials of any third parties performing such duties on behalf of the Licensees; and (6) descriptions of interfaces and connections to JUPITER for service offload, disaster recovery, or administrative functions;

- (b) A complete and current list of all contracts held by the Licensees or their designee(s) for the maintenance, repair and security of JUPITER; and
- (c) A restoration plan for the Principal Equipment and the Wet Infrastructure for JUPITER.

### **3. Operational Requirements**

With respect to the operation of JUPITER, the Licensees agree as follows:

- (a) All systems capable of provisioning, managing, configuring, or otherwise Accessing DCI must be operated by Screened Personnel, as defined below;
- (b) The Licensees will have the ability to promptly and effectively physically interrupt, in whole or in part, traffic to and from the United States on JUPITER by disabling or disconnecting circuits at the U.S. cable landing station or at other locations within the United States or its territories;
- (c) The Licensees will configure all necessary systems to ensure the NOC can suspend or interrupt the optical carrier signal or all of JUPITER within the DCI.

Within forty-five (45) days of the execution of this LOA, the Licensees agree to notify DHS in writing of the proposed location or locations and, if not the Licensees, the controller, operator, or manager for, the JUPITER NOC or NOCs. The Licensees understand DHS will approve or disapprove the location or locations within forty-five (45) days of acknowledgement of receipt or as otherwise agreed to by the Licensees and DHS, with the right of approval not waived unless provided in writing by DHS. The Licensees agree to notify DHS of any proposed change to NOC location(s), to include the addition of new NOC locations, at least forty-five (45) days in advance of such proposed change. The Licensees understand DHS will approve or disapprove the new location or locations within forty-five (45) days of acknowledgement of receipt or as otherwise agreed to by the Licensees and DHS, with the right of approval not waived unless provided in writing by DHS.

If any Licensee is required to interrupt traffic to or from the United States as a result of lawful U.S. process, it will be permitted to disclose publicly that it was required to interrupt service in response to lawful U.S. process without disclosing any of the content of such request.

### **4. Principal Equipment List**

Within forty-five (45) days of the execution of this LOA, the Licensees agree 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, repairing, or maintaining the Principal Equipment.

At the sole discretion of DHS, the Licensees agree to supplement in writing the foregoing definition of Principal Equipment to address subsequent technological developments with submarine systems.

Objections to the Principal Equipment List will be handled pursuant to Section 8.

## **5. Modifications to Existing Principal Equipment**

The Licensees agree to provide DHS at least thirty (30) days' advance notice prior to any maintenance, repair, or replacement that would result in any modification to the quantum, function, configuration, operation, or location of existing Principal Equipment.

The Licensees may request a waiver of the advanced 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 JUPITER; however, in such circumstances, the Licensees agree to provide advance notice to DHS of the modification, if practicable, and, if impracticable, the Licensees agree to provide notice within ten (10) days after the modification of the Principal Equipment. Where providing notice is impracticable, the Licensees will provide a detailed description of the equipment replaced and the circumstances surrounding the need to replace the Principal Equipment without prior notice.

The Licensees may continue to utilize any Principal Equipment maintained, repaired or replaced pursuant to the process outlined in this Section, provided that DHS does not object pursuant to Section 8. In the event of such an objection, the Licensees will not expand the existing deployment or enhance the capabilities of any Principal Equipment to which DHS has objected, and the Licensees agree to meet, confer and otherwise attempt in good faith to resolve DHS's objection. Until the objection is resolved, the Licensees will not upgrade, install, replace, or service any objectionable Principal Equipment without written authorization from DHS.

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

The Licensees agree to provide at least forty-five (45) days' advance notice prior to any change to the list of vendors, contractors, or subcontractors involved in providing, installing, operating, managing, repairing, or maintaining the Principal Equipment.

In addition, the Licensees agree to provide at least forty-five (45) days' advance notice prior to changing the service offerings or support from a previously-listed vendor, contractor, subcontractor (*i.e.*, where a previously-listed provider will be offering support in a previously unidentified way).

Objections to any new vendor, contractor, or subcontractor for the Principal Equipment or the proposed service offerings thereof will be handled pursuant to Section 8.

## **7. Equipment Testing**

The Licensees agree to provide at least forty-five (45) days' advance notice prior to initiating the testing of any new Principal Equipment connected to JUPITER by any vendor not already on the approved Principal Equipment List. Objections to any testing proposed pursuant to this Section will be handled pursuant to Section 8.

## **8. Objection Resolution**

DHS will notify the Licensees of any objection to a notice submitted pursuant to Sections 4, 5, 6, or 7 above within ninety (90) days of receipt of such notice. DHS will endeavor to provide such approval within 90-days; however, if such approval is not provided timely, after consultation and agreement, the parties can determine a reasonable timeframe for DHS to grant approval. In the event of such an objection, the Licensees will not expand the existing deployment or enhance the capabilities of any Principal Equipment to which DHS has objected, and the Licensees agree to meet, confer and otherwise attempt in good faith to resolve DHS's objection. Until the objection is resolved, the Licensees will not upgrade, install, replace, or service any objectionable Principal Equipment without written authorization from DHS.

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

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

The Licensees agree to take appropriate measures to protect and promote resiliency of JUPITER, including measures to ensure that security patches for systems and applications are up to date.

The Licensees agree to maintain security standards and best practices utilized within the U.S. telecommunications industry for maintenance of password systems and firewalls, monitoring and oversight of logical Access to JUPITER, maintenance of non-destructive logical Access logs for a period of 90 days, and periodic internal audits of network security and associated network devices.

The Licensees will ensure that at no time will any officer or employee of HKT or any affiliate of HKT be granted logical Access to the DCI.

The Licensees agree to submit a policy regarding logical security measures adopted in accordance with the requirements of this Section to DHS within ninety (90) days of the date of execution of this LOA. DHS will approve or disapprove the policy within ninety (90) days of receipt or as otherwise agreed to by the Licensees and DHS, with the right of approval not waived unless provided in writing by DHS.

## **10. Physical Security Measures**

The Licensees agree to take practicable measures to physically secure JUPITER, including the DCI and Wet Infrastructure. The Licensees will screen appropriate persons in accordance with Section 11 below, and the Licensees will require that all persons who physically Access the DCI are escorted at all times by Screened Personnel, as defined herein, provided further that the Licensees will ensure that at no time will any officer or employee of HKT or any affiliate of HKT be granted physical Access to the DCI. The Licensees will maintain physical Access logs for the DCI and will provide such logs within fifteen (15) days upon DHS request.

The Licensees agree to submit a policy setting forth the Licensees' physical security measures to DHS within ninety (90) days of the date of execution of this LOA. DHS will approve or disapprove the policy within ninety (90) days of receipt or as otherwise agreed to by the parties, with the right of approval not waived unless provided in writing by DHS.

Within thirty (30) days of the date of execution of this LOA, and thereafter within five (5) days upon request, the Licensees will provide DHS a list of all persons, vendors, contractors, or other entities that have been granted unescorted physical Access to the DCI, identifying the applicable facilities to which such persons, vendors, contractors, or entities have been granted unescorted Access. DHS may object to any persons, vendors, contractors, or entities on the list, and will do so within ninety (90) days of receipt or as otherwise agreed to by the Licensees and DHS, with the right of approval not waived unless providing in writing by DHS. In the event of any such objection, the Licensees agree to prohibit any such persons, vendors, contractors, or entities from any further unescorted physical Access to the DCI.

## 11. Screening of Personnel

The Licensees agree to implement, either directly or through a vendor or service provider, a process to screen any Licensee personnel (or any person performing under an agreement or arrangement with the Licensees) in, at minimum, the following circumstances:

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

The Licensees' 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 will be considered "Screened Personnel."

The Licensees agree to submit the screening policy to DHS within ninety (90) days of the execution of this LOA. DHS will approve or disapprove the policy within ninety (90) days of receipt or as otherwise agreed to by the parties, with the right of approval not waived unless provided in writing by DHS. The Licensees agree to cooperate with any request by DHS to provide additional identifying information regarding Screened Personnel.

## 12. Reporting Incidents and Breaches

The Licensees agree to report to DHS within 48 hours if they learn of information that reasonably indicates:

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

Upon request by DHS, the Licensees agree to submit in writing a follow-up report describing in greater detail the incident and the Licensees' steps to remediate to DHS within fifteen (15) days of discovery of the relevant conduct. The Licensees agree to remediate any incidents or breaches reported pursuant to this provision to the satisfaction of DHS.



### **13. Instruction of Obligations**

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

The Licensees agree to issue initial instructions in writing within ninety (90) days of the execution of this LOA and updated instructions annually thereafter. The Licensees agree to submit a copy of such instructions to DHS at the same time.

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

The Licensees anticipate using the JUPITER Cable System (a) for their or their affiliates' own internal use and (b) for offering wholesale, government and enterprise customers leased, indefeasible rights of use for, or other non-ownership interests of capacity, spectrum or dark fibers on particularized terms and conditions pursuant to individualized negotiations. The Licensees agree to notify DHS in writing at least forty-five (45) days prior to implementing any changes to the nature of these services as offered to non-affiliate third-party customers of any of the Licensees. The Licensees agree to provide a detailed description of the proposed change including the terms, conditions, or entities involved in making the change to the communications services or operations.

### **15. Change in Control**

If the Licensees learn of any information that reasonably indicates that any single foreign entity or individual, other than those already identified, has or likely will obtain an ownership interest, whether direct or indirect, in any of the individual Licensees or JUPITER 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 an individual Licensee or JUPITER, the Licensees agree to provide notice in writing to DHS within ten (10) days. Notice under this Section will, at a minimum:

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

## 16. Annual Report

On the anniversary of the date of this LOA, the Licensees agree to submit to DHS a report assessing the Licensees' compliance with the terms of this LOA for the preceding year. The report will include:

- (a) The names and contact information of the then-current Primary and Secondary POCs;
- (b) Cable System Information, as described in Section 2 above, noting any changes during the reporting period;
- (c) An updated Principal Equipment List containing all information described in Section 4 above, identifying any modifications during the reporting period;
- (d) A copy of the then-current policies adopted in accordance with this LOA, including policies for logical security (Section 9), physical security (Section 10), screening (Section 11), incident reporting (Section 12), and employee training (Section 13), and a summary of any changes during the reporting period and the reasons therefore;
- (e) A list of all Screened Personnel. Such list will include: (1) Full name (last, first, middle name); (2) All other names and aliases used; (3) Address; (4) Country and city of residence; (5) Date of birth; (6) Place of birth; (7) U.S. Social Security number (where applicable); (8) National identity number, including nationality, date and place of issuance, and expiration date (where applicable); and (9) U.S. or foreign passport number (if more than one, all must be fully disclosed);
- (f) Updated list of all persons, vendors, contractors, or other entities that have been granted unescorted physical Access to any JUPITER DCI or Principal Equipment;
- (g) 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
- (h) 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.

## 17. Third-Party Audit

At its sole discretion, DHS may request a third-party audit of the Licensees' compliance with the terms of this LOA. In connection with the audit:

- (a) The Licensees agree to nominate two (2) third-party auditors, subject to the approval of the DHS. If DHS does not object within thirty (30) days, the third-

party auditors selected by the Licensees will be deemed approved unless otherwise agreed to by the Licensees and DHS.

- (b) If DHS objects to the nominated third-party auditors, the Licensees agree to nominate another third-party auditor within twenty (20) days of such objection. If DHS objects to the nominated third-party candidate, the Licensees will provide to DHS three (3) additional candidates to be considered for third-party auditor from which DHS may choose at its discretion.
- (c) As part of the auditor nomination and approval process, DHS may condition approval of a nominated auditor on the Licensees providing information regarding the Licensees' and nominated auditor's pre-existing relationship (if any).
- (d) The Licensees will be solely responsible for any costs associated with any third-party audit carried out pursuant to this Section. DHS, however, will consider avoidance of unreasonable costs as a factor when exercising its rights under this Section.
- (e) The Licensees will ensure the selected third-party auditor submits a methodology and proposed scope of audit, both of which will be subject to DHS approval.
- (f) The Licensees will ensure that its complete, executed engagement agreement with the third-party auditor is provided to DHS within five (5) days of execution.
- (g) The third-party auditor will promptly deliver to DHS and the Licensees all reports and related information generated or gathered during its review that relate directly to the Licensees' compliance with the terms of this LOA and agree to meet independently with DHS upon request.
- (h) DHS shall invoke its right to a third-party audit not more than once every calendar year.

## **18. Consultation and Visitation**

The Licensees agree 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.

The Licensees agree 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.

The Licensees agree that, upon advance notice, DHS may visit any part of JUPITER to conduct on-site reviews to verify the implementation of the terms of this LOA and the Licensees' compliance with its terms. Subject to applicable law, during such reviews, the

Licensees will provide unimpeded Access to relevant personnel and business records including but not limited to technical, physical, management, or security records that, at the discretion of DHS, are necessary to verify compliance with the terms of this LOA.

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

The Licensees agree that, in the event that the Licensees breach 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 any of the Licensees or any successors-in-interest, in addition to any other remedy available at law or equity.

If, after this LOA takes effect, DHS or the Licensees believe 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), the Licensees agree 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 is intended to excuse the Licensees from their obligations to comply with all applicable legal requirements and obligations, including all applicable statutes, regulations, requirements, or orders.



For and on behalf of Edge Cable Holdings USA, LLC

*Kevin Salvadori*

Kevin Salvadori (May 21, 2020 08:40 PDT)

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Kevin Salvadori, Director  
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For and on behalf of NTT America, Inc.

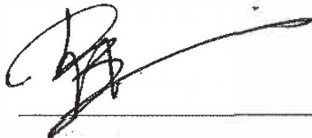
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For and on behalf of NTT Worldwide Telecommunications Corporation



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For and on behalf of PLDT Inc.



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For and on behalf of Amazon Data Services, Inc.

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For and on behalf of HKT Global (Singapore) Pte. Ltd.



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For and on behalf of SoftBank Corp.

*Hiromitsu Enosako*

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