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Assistant Secretary for Trade and Economic Security  
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U.S. Department of Homeland Security  
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[IP-FCC@hq.dhs.gov](mailto:IP-FCC@hq.dhs.gov)

Dear Sir:

This Letter of Assurances (“LOA”) sets forth the commitments made by AT&T Corp. (“AT&T”) to the U.S. Department of Homeland Security (“DHS”) to address national security, law enforcement, and public safety concerns raised with regard to AT&T’s application to the Federal Communications Commission (“FCC”) for a license to allow the continued operation of the Columbus II Cable System (Columbus II).<sup>1</sup> Columbus II links West Palm Beach, Florida and St. Thomas, U.S. Virgin Islands and was originally licensed in 1993.<sup>2</sup>

AT&T has agreed to provide this LOA to DHS, and AT&T understands that DHS will petition the FCC to condition the cable landing license for Columbus II on compliance with this LOA.

For purposes of this LOA:

- A. “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 or its territories.
- B. “Domestic Communications Infrastructure” or “DCI” means: any portion of Columbus II 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.*,

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<sup>1</sup> SCL-LIC-20190326-00010, Application for Cable Landing License.

<sup>2</sup> SCL-LIC-19921110-00004.

- Microsoft Office) used to provide, process, direct, control, supervise, or manage Domestic Communications.
- C. “Electronic Communication” has the meaning given it in 18 U.S.C. § 2510(12).
  - D. “Principal Equipment” means the primary electronic components of Columbus II, which includes the DCI 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 of Columbus II (with the exception of COTS software used for common business functions, e.g., Microsoft Office).
  - E. “Screened Personnel” has the meaning given it in Section 11 below.
  - F. “United States” (“U.S.”) means the United States of America including all of its states, districts, territories, possessions, commonwealths, and the special maritime and territorial jurisdiction of the U.S.
  - G. “Wet Infrastructure” means hardware components installed and residing on the undersea portion of Columbus II, 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 Columbus II.
  - H. “Wire Communication” has the meaning given it in 18 U.S.C. § 2510(1).

AT&T undertakes to comply with the following commitments:

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

AT&T agrees to maintain a Security Point of Contact (“Security POC”) for purposes of this LOA. The Security POC will be a U.S. citizen residing in the United States and will comply with all relevant U.S. Government personnel requirements. The Security POC will possess the appropriate authority, reporting lines, independence, skills and resources to ensure compliance with the terms of this LOA. AT&T agrees to nominate a proposed Security POC within 30 days of the execution of this LOA. AT&T understands that the Security POC will be subject to DHS review and non-objection and will be subject to a background check at the sole discretion of DHS. In order to facilitate this, upon request by DHS, AT&T will provide personal identifying information as needed by DHS.

The Security 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 Columbus II. Upon request by DHS, the Security POC will make himself/herself 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 Security 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.

AT&T agrees to notify DHS of any proposed change to the Security POC at least 10 days in advance (except in the case of the unexpected firing, resignation or death of the Security POC in which case such written notice must be provided within 5 days of such event) of such proposed change. AT&T understands that any proposed Security 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 45 days of the execution of this LOA, and, thereafter, within 30 days upon request by DHS, AT&T agrees to make available the following Columbus II Information:

- (a) Network management information, including, as follows: (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 data centers and main distribution facilities; (5) organizational chart, to include specific reference to the names and positions of senior officials responsible for operations of Columbus II; and (6) descriptions of interfaces and connections to Columbus II for service offload, disaster recovery, or administrative functions;
- (b) A complete and current list of all contracts held by AT&T or its designee(s) for the maintenance, repair, and security of Columbus II; and
- (c) A restoration plan for the Principal Equipment and the Wet Infrastructure for Columbus II.

## **3. Operational Requirements**

With respect to the operation of Columbus II, AT&T agrees as follows:

- (a) AT&T will have the ability to promptly and effectively interrupt, in whole or in part, traffic to and from the United States, or its territories, on Columbus II by disabling or disconnecting circuits at the U.S. cable landing station or at other locations within the United States or its territories; and

- (b) AT&T will configure all necessary systems to ensure AT&T can suspend or interrupt the optical carrier signal for all of Columbus II within the DCI.

While the Columbus II Consortium does not currently utilize a Network Operations Center (“NOC”) for the purposes of performing network management, monitoring, maintenance, or other operations functions for Columbus II, should the Columbus II Consortium, in the future, decide to employ NOC services, AT&T agrees to provide DHS notice of the proposed location or locations for the NOC or NOCs. AT&T understands DHS will approve or disapprove the location or locations within 45 days of acknowledgement of receipt or as otherwise agreed to by AT&T and DHS, with the right of approval not waived unless provided in writing by DHS.

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

Within 45 days of the execution of this LOA, AT&T 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.

At the sole discretion of DHS, AT&T agrees 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**

AT&T agrees to provide DHS at least 30 days’ advance notice prior to any maintenance, repair, or replacement that would result in any modification to the quantum, function, configuration, operation, or location of existing Principal Equipment for Columbus II.

AT&T 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 Columbus II; however, in such circumstances, AT&T agrees to provide advance notice to DHS of the modification, if practicable, and, if impracticable, AT&T agrees to provide notice within 10 days after the modification of the Principal Equipment. Where providing notice is

impracticable, AT&T will provide with its notice within 10 days after the modification of the Principal Equipment a detailed description of the equipment replaced and the circumstances surrounding the need to replace the Principal Equipment without prior notice.

AT&T 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, AT&T will not expand the existing deployment or enhance the capabilities of any Principal Equipment to which DHS has objected, and AT&T agrees to meet, confer, and otherwise attempt in good faith to resolve DHS's objection. Until the objection is resolved, AT&T 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**

AT&T agrees to provide at least 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, AT&T agrees to provide at least 45 days' advance notice prior to any change to the service offerings or support from a previously-listed vendor, contractor, or 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**

AT&T agrees to provide at least 45 days' advance notice prior to initiating the testing of any new Principal Equipment connected to Columbus II 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 AT&T of any objection to a notice submitted pursuant to Sections 4, 5, 6, or 7 above within 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, AT&T will not expand the existing deployment or enhance the capabilities of any Principal Equipment to which DHS has objected, and AT&T agrees to meet, confer, and otherwise attempt in good faith to resolve DHS' objection. Until the objection is resolved, AT&T 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**

AT&T agrees to take practicable measures to prevent unauthorized logical access to Columbus II and to prevent any unlawful use or disclosure of information carried on the same, and AT&T will include these measures in the policies that it will develop and implement pursuant to this LOA. For purposes of this Section, “practicable measures,” at a minimum, include effectuating compliance with all U.S. laws and regulations governing cybersecurity, information security, and privacy and will be measures consistent with best practices and guidelines, including but not limited to the Cybersecurity Framework of the National Institute of Standards and Technology (“NIST”) 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.

AT&T agrees to take appropriate measures to protect and promote resiliency of Columbus II, including measures to ensure that security patches for systems and applications are up to date.

AT&T 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 network devices.

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

## **10. Physical Security Measures**

AT&T agrees to take practicable measures to physically secure Columbus II, including the DCI’s cable landing stations and other terrestrial portions of the cable system. For purposes of this Section, “practicable measures,” at a minimum, include that AT&T will screen appropriate persons in accordance with Section 11 below, and AT&T will require that all persons who physically access the DCI are escorted at all times by Screened Personnel, as defined herein. DHS and AT&T acknowledge that practicable measures taken to physically secure Columbus II do not reasonably include taking extraordinary measures beyond AT&T’s control, such as continuous monitoring of the physical security of the wet infrastructure of Columbus II.

AT&T agrees to submit a policy regarding physical security measures adopted in accordance with the requirements of this Section to DHS within 90 days of the date of execution of this LOA. DHS will approve or disapprove the policy within 90 days of

receipt or as otherwise agreed to by AT&T and DHS, with the right of approval not waived unless provided in writing by DHS.

## **11. Screening of Personnel**

AT&T agrees to implement, either directly or through a vendor or service provider, a process to screen any existing or newly hired AT&T personnel (or any personnel performing under an agreement or arrangement with AT&T) 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.

AT&T's personnel screening process will be reflected in a written policy and will include background investigations, public criminal records checks, or other analogous means to ascertain a person's trustworthiness. Upon satisfactory completion of the requirements set forth in the screening policy, such persons will be considered "Screened Personnel."

AT&T agrees to submit the screening policy to DHS within 90 days of the date of execution of this LOA. DHS will approve or disapprove the policy within 90 days of receipt or as otherwise agreed to by AT&T and DHS, with the right of approval not waived unless provided in writing by DHS. AT&T agrees to cooperate with any request by DHS to provide additional identifying information regarding Screened Personnel.

## **12. Reporting Incidents and Breaches**

AT&T agrees to report to DHS in writing within 48-hours if it learns of information that reasonably indicates:

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

AT&T agrees to submit in writing a follow-up report describing in greater detail the incident and AT&T's steps to remediate the incident to DHS within 15 days of discovery of the relevant conduct. AT&T further agrees to remediate any incidents or breaches reported pursuant to this provision to the satisfaction of DHS.

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

AT&T agrees to instruct appropriate officers, employees, contractors, and agents as to AT&T's obligations under this LOA, including the individuals' duty to report any violation, and to issue periodic reminders of such obligations.

AT&T agrees to issue initial instructions in writing within 90 days of the date of execution of this LOA, and updated instructions annually thereafter. AT&T will submit a copy of such instructions to DHS at the same time.

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

AT&T agrees to notify DHS in writing at least 45 days prior to implementing any changes to the communications services provided by AT&T over or operations of Columbus II. AT&T 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.

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

If AT&T learns of any information that reasonably indicates that any foreign entity or individual, other than those already identified, has or likely will obtain an ownership interest, whether direct or indirect, in AT&T or Columbus II above 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 AT&T, AT&T agrees to provide notice in writing to DHS within 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 AT&T or Columbus II 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 AT&T or Columbus II and, if applicable, the basis for their prospective control of AT&T or Columbus II.

In addition, if AT&T learn that another member of the Columbus II Consortium, or a new entity, has or likely will acquire an interest in Columbus II greater than five (5) percent, AT&T agrees to provide notice in writing to DHS within 10 days. Such notice will, at a minimum:

- (a) Identify the entity acquiring the interest; and
- (b) Quantify the amount of interest that entity has or likely will obtain in Columbus II.

## **16. Annual Report**

On the anniversary of the date of this LOA, AT&T agrees to submit to DHS a report assessing AT&T's 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 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 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 (Section 9), physical security (Section 10), personnel 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 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.

## **17. Third-Party Audit**

At its sole discretion, but no more frequently than once every calendar year unless the original audit is found by DHS to have been unsatisfactory, DHS may request a third-party audit of AT&T's compliance with the terms of this LOA. In connection with the audit:

- (a) AT&T agrees to nominate two (2) third-party auditors, subject to the approval of DHS. If DHS does not object within 30 days, the third-party auditors selected by AT&T will be deemed approved unless otherwise agreed to by AT&T and DHS.

- (b) If DHS objects to the nominated third-party auditors, AT&T agrees to nominate another third-party auditor within 20 days of such objection. If DHS objects to the nominated third-party auditor, AT&T 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 AT&T providing information regarding AT&T's and the nominated auditor's pre-existing relationship (if any).
- (d) AT&T 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) AT&T 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) AT&T will ensure that the executed engagement agreement and all compensation terms with the third-party auditor are provided to DHS within 5 days of execution.
- (g) The third-party auditor will promptly deliver all reports and related information generated or gathered during its review that relate directly to AT&T's compliance with the terms of this LOA to DHS and AT&T and agrees to meet independently with DHS upon request.

## **18. DHS Consultation and Visitation**

AT&T agrees to meet and confer with DHS and to resolve to the satisfaction of DHS any concerns DHS may raise regarding compliance with this LOA.

AT&T 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.

AT&T agrees that, with or without advance notice, DHS may visit AT&T and/or Columbus II facilities to conduct on-site reviews to verify the implementation of the terms of this LOA and AT&T's compliance with its terms. Subject to applicable law, AT&T will cooperate for these purposes and provide unimpeded access to any information, facilities, and personnel necessary to verify compliance with the terms of this LOA.

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

## **19. Computing Time**

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

1. For any period stated in days:
  - (a) the day of the event that triggers the period is excluded;
  - (b) every day thereafter is counted, including intermediate Saturdays, Sundays, and federal holidays, except for those days that are tolled pursuant to Section 19.3.; and
  - (c) the last day of the period is included, but if the last day is a Saturday, Sunday, or federal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or federal holiday.
2. For any period stated in hours:
  - (a) begin counting immediately on the occurrence of the event that triggers the period;
  - (b) count every hour, including hours during intermediate Saturdays, Sundays, and federal holidays, except for those hours that are tolled pursuant to Section 19.3.; and
  - (c) if the period would end on a Saturday, Sunday, or federal holiday, the period continues to run until the same time on the next day that is not a Saturday, Sunday, or federal holiday.
3. Any approval provision applicable to DHS pursuant to this Agreement shall be tolled during a lapse in appropriations or any time when the Federal government in the greater Washington, D.C. area is closed.

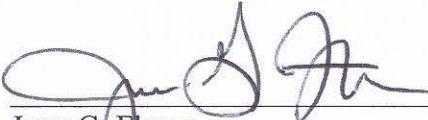
AT&T agrees that, in the event that AT&T breaches the commitments set forth in this LOA, to include conduct contrary to a timely DHS objection to any notice submitted pursuant to this LOA, DHS may request that the FCC modify, condition, revoke, cancel, terminate, or render null and void any relevant license, permit, or other authorization granted by the FCC to AT&T or any successors-in-interest, in addition to any other remedy available at law or equity.

If, after this LOA takes effect, DHS or AT&T 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), AT&T 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 AT&T from its obligations to comply with any and all applicable legal requirements and obligations, including all applicable statutes, regulations, requirements, or orders.

For and on behalf of AT&T Corp.



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