



FCC ADDENDUM FOR VENDORS AND THIRD-PARTY REPRESENTATIVES

This Brightspeed FCC Addendum for Vendors and Third-Party Representatives (“**FCC Addendum**”) is incorporated by reference into and forms part of the Master Purchase Agreement (“**MPA**”), Master Services Agreement (“**MSA**”), Master Representative Agreement (“**MRA**”), Statement of Work (“**SOW**”), or Service, Product, or Purchase Order (“**Order**”) (together with any appendices, exhibits, annexes, or amendments thereto, the “**Agreement**”) executed between Connect Holding II LLC d/b/a Brightspeed or the Brightspeed Affiliate identified in the Agreement (“**Brightspeed**”) and the vendor, service provider, contractor, third-party representative, or supplier (“**Representative**” or “**Supplier**”) indicated in the applicable Agreement and is effective as of the effective date of the Agreement. Brightspeed enters into this FCC Addendum on its own behalf and on behalf of its Affiliates.

- 1. Definitions.** Capitalized terms used in this FCC Addendum shall have the meanings set forth in this FCC Addendum. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Agreement.
 - 1.1. “**Access**” means: (a) to enter a location; or (b) to obtain, read, copy, edit, divert, release, affect, alter the state of, or otherwise view data or systems in any form, including through information technology (IT) systems, cloud computing platforms, networks, security systems, and equipment (software and hardware).
 - 1.2. “**Affiliate**” means all entities that Control, are Controlled by, or are under common Control with a Party, where “**Control**” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of at least fifty percent (50%) of its voting securities, by contract, or otherwise. Brightspeed “**Affiliates**” are limited to subsidiaries under the direct and indirect Control of Brightspeed.
 - 1.3. “**Domestic Communications**” or “**DC**” means: (a) Wire Communications or Electronic Communications, as defined by 18 U.S.C. § 2510, (whether stored or not), from one location within the United States, including its territories, to another location within the United States; 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 or its territories.
 - 1.4. “**Domestic Communications Infrastructure**” or “**DCI**” means any Brightspeed system that supports any communications originating or terminating in the United States, including its territories, including any transmission, switching, bridging, and routing equipment, and any associated software (with the exception of commercial-off-the-shelf (“**COTS**”) software used for common business functions, e.g., Microsoft Office) used by, or on behalf of, Brightspeed to provide, process, direct, control, supervise, or manage DC but would not include the systems of entities for which Brightspeed has a contracted arrangement for interconnection, peering, roaming, long-distance, or wholesale network access.
 - 1.5. “**Foreign Person**” or “**Foreign Personnel**” means Personnel or Representative Personnel who are not United States citizens.
 - 1.6. “**Provided Services**” means any and all products or services provided by Representative to Brightspeed pursuant to the Agreement.
 - 1.7. “**U.S. Records**” means Brightspeed’s customer billing records, customer/subscriber information, personally identifiable information, sensitive Personal Data (as defined by Data Privacy Laws or 31 C.F.R. § 800.241), call detail records, internet protocol data records, CPNI, geolocation data, and any other information used, processed, or maintained in the ordinary course of business related to the services offered by Brightspeed within the United States, including information subject to disclosure to a U.S. federal or state governmental entity under the procedures set forth in 18 U.S.C. § 2703(c), (d) and 18 U.S.C. § 2709.
- 2. Application.** This FCC Addendum applies when Representative will Access DC, DCI or U.S. Records. Representative will comply with this FCC Addendum.



3. Foreign Persons.

- 3.1. Representatives that utilize Foreign Personnel who will have Access to DC, DCI, or U.S. Records must comply with this Section. Foreign Personnel must not Access DC, DCI, or U.S. Records without Brightspeed's prior written approval.
- 3.2. At least forty-five (45) days before a Foreign Person is scheduled to receive Access to DC, DCI, or U.S. Records, Representative must download from the Supplier Portal, which can be accessed at <https://www.brightspeed.com/ew/about/doing-business-with-brightspeed/>, and complete the "Brightspeed (TT 21-083 to -085) Team Telecom LOA 7 Foreign Persons Reporting (Company)" spreadsheet ("Spreadsheet") in accordance with the instructions on the "Instructions" tab. Failure to follow the instructions and complete the Spreadsheet is considered a material breach of the Agreement.
- 3.3. This is not a one-time exercise; Representative is required to keep this list updated and current. It is Representative's responsibility to notify Brightspeed at least forty-five (45) days before Representative's Foreign Personnel will have Access to DC, DCI or U.S. Records.
- 3.4. If a Foreign Person is not approved, Representative will coordinate with Brightspeed to find a replacement.
- 3.5. Non-approved Foreign Persons shall not be granted Access to DC, DCI, or U.S. Records.

4. Data Storage.

- 4.1. Representatives that provide Brightspeed with services related to the storage of DC or U.S. Records must comply with this Section 4 (Data Storage). Representative must not change the location of storage for DC or U.S. Records without Brightspeed's prior written approval.
- 4.2. To obtain such approval, Representative must provide Brightspeed with a written request that includes (1) a description of the type of information stored, whether DC or U.S. Records; (2) the custodian of the information; (3) the location where the information is stored; (4) the physical / logical protections at the location; and (5) the rationale for the location change, if applicable.
- 4.3. Representative must seek approval at least forty-five (45) days before the planned date of the location change.

5. Subpoenas, Legal and Government Requests.

- 5.1. Representative will promptly provide to Brightspeed all information requested by Brightspeed related to and, at the direction of Brightspeed, take all actions required by U.S. federal, state, or local court orders, subpoenas, warrants, processes, directives, certificates, or authorizations, and other orders, legal process, statutory authorizations, and certifications for Electronic Surveillance, physical search and seizure, production of tangible things or Access to or disclosure of DC, call-associated data, transactional data, subscriber information, or associated records ("**Lawful Process**").
- 5.2. Brightspeed is subject to the Communications Assistance for Law Enforcement Act ("**CALEA**"). Representative must certify that it is in compliance with CALEA in the provision of the Provided Services.
- 5.3. Upon receipt of any Lawful Process, at Brightspeed's request, Representative shall place any and all information responsive to the Lawful Process within the territorial boundaries of the United States.
- 5.4. Representative shall not disclose the receipt of Lawful Process, or compliance with such Lawful Process, to any foreign government, foreign entity, or person, without prior written consent from Brightspeed or a court of competent jurisdiction in the United States.
- 5.5. Representative shall ensure that U.S. Records are not subject to mandatory destruction under any foreign laws.
- 5.6. Notwithstanding any statements to the contrary in the Agreement, upon receipt of legal process or a request for assistance or action by law enforcement, from or on behalf of a foreign government, entity, or individual, Representative shall: (a) not comply with any such legal process or request without the prior written consent of Brightspeed or an order of a court of competent jurisdiction in the United States and (b) refer any such legal process or request to Brightspeed without undue delay, but in no event later than three days after such request is received by or made known to Representative, unless disclosure of the request or



legal process, would be in violation of U.S. law, or in violation of an order of a court of competent jurisdiction in the United States.

6. Notifications.

- 6.1. Notifications for Foreign Persons should be sent to privacy@brightspeed.com using the subject line: Brightspeed FCC Addendum Reporting – Foreign Persons.
- 6.2. Notifications related to Data Storage should be sent to privacy@brightspeed.com using the subject line: Brightspeed FCC Addendum Reporting – Data Storage.

7. Relationship to the Agreement.

- 7.1. The parties agree that this FCC Addendum replaces and supersedes any existing or prior FCC Addendum the parties may have previously entered into.
- 7.2. Except as expressly modified herein, the terms of the Agreement shall remain in full force and effect.
- 7.3. To the extent of any conflict or inconsistency between this FCC Addendum, any other document comprised within the Agreement, and the Brightspeed Supplier Portal, the order of precedence shall be, each when applicable, in descending order: 1) the Security Addendum, 2) this Data Privacy Addendum, 3) the FCC Addendum, 4) the amended master agreement, 5) the Supplier Portal, and 6) any Order or SOW.
- 7.4. Under no circumstances shall an Order or SOW modify this FCC Addendum, unless such modification specifically references the term it is overriding and the document containing such modification is signed by both parties.
- 7.5. This FCC Addendum will be governed by and construed in accordance with the governing law and jurisdiction provisions in the Agreement, unless required otherwise by the Federal Communications Commission.

8. Term. The term of this FCC Addendum begins on the Effective Date of the Agreement and will end upon the termination of the Agreement.

9. General Provisions. Should any provision of this FCC Addendum be invalid or unenforceable, then the remainder of this FCC Addendum shall remain valid and in force. The invalid or unenforceable provision shall be either (a) amended as necessary to ensure its validity and enforceability, while preserving the intent of the provision as closely as possible; or, if this is not possible, (b) construed in a manner as if the invalid or unenforceable part had never been contained therein. Unless otherwise expressly stated herein, the parties will provide notices under this FCC Addendum in accordance with the Agreement.