U.S. OPERATIONS AND CUSTOMER DATA SCHEDULE

1. **DEFINITIONS**

1.1 Unless expressed otherwise, all terms in this Schedule shall have the meanings set out in the Purchase Order Terms and Conditions.

1.2 In this U.S. Operations and Customer Data Schedule, the following terms shall have the following meanings:

"Access" means (1) to enter a location; and (2) 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). For the avoidance of doubt, Access shall be construed broadly to include rather than exclude considered conduct.

"Domestic Communications ("DC")" means wire communications, or electronic communications (whether stored or not), from one location within the United States, including its territories, to another location within the United States; or 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.

"Domestic Communications Infrastructure ("DCI")" means any LLA 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, LLA to provide, process, direct, control, supervise, or manage DC, but does not include but would not include the systems of entities for which LLA has a contracted arrangement for interconnection, peering, roaming, long-distance, or wholesale network access.

"Managed Network Service Provider ("MNSP")" means any third party that has Access to Principal Equipment for the purpose of:

(i) network operation; provisioning of Internet and telecommunications services; routine, corrective, and preventative maintenance, including switching, routing, and testing; network and service monitoring; network performance, optimization, and reporting; network audits, provisioning, creation and implementation of modifications or upgrades; or

(ii) provision of DC or operation of DCI, including: customer support; Operations Support Systems ("OSS"); Business Support Systems (BSS); Network Operations Centers ("NOCs"); information technology; cloud operations/services; 5G (SDN, NFV, Applications); and datacenter services and operations.

"Offshore" means entities and personnel outside of the territorial limits of the United States.

"Personally Identifiable Information ("PII")" means any information that uniquely identifies and correlates to a natural person or can be used to distinguish or trace a natural person's identity,

alone, including his or her name, social security number, or biometric records, or when combined with other personal or identifying information that is linked or linkable to a specific individual, including date and place of birth, or parent's surname, including any “personal identifier information” as set forth in 31 C.F.R. § 800.402(c)(6)(vi)(B).

“Principal Equipment” means all telecommunications and information network equipment (including hardware, software, platforms, OS, applications, protocols) that supports telecommunications or information services, functions, or operations.

“Supplier and Subcontractor Personnel” means all employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor.

“U.S. Records” means customer billing records, subscriber information, PII, call detail records, customer proprietary network information, and any other information (e.g. geo-location data, sensitive personal data, or information disclosing PII) used, processed, or maintained in the ordinary course of business related to services offered or provided in the United States or its territories.

2. Scope of Application

2.1 With respect to operations and equipment in, or serving customers in, the United States or its territories, or records involving customers, or services provided to customers, in the United States, including Puerto Rico and the U.S. Virgin Islands, this Schedule shall apply to the Supplier if the Supplier provides any of the following to LLA:

(a) MNSP services;

(b) NOC(s);

(c) Network maintenance services;

(d) Billing or customer support services;

(e) Any operation or service that could potentially expose Domestic Communications, Domestic Communications Infrastructure or U.S. Records; and

(f) Deploying any network elements, hardware, software, core network equipment, and network management capabilities that are owned, managed, manufactured, or controlled by a Foreign Government or non-public entities.

3. Personnel Screening Procedures

3.1 Supplier warrants that:

(a) it has undertaken a background check on each of the Supplier and Subcontractor Personnel prior to any involvement in performance of obligations under this Agreement and that all of the Supplier and Subcontractor Personnel:

(i) are honest and have not been convicted of any crime or offense of dishonesty; and

(ii) have valid and subsisting leave to enter and remain in the country in which the performance of obligations under this Agreement is to take place, and the Supplier shall obtain all visas, permits (including work and residency permits), licenses or other authorizations as necessary and required to enable the Supplier and Subcontractor Personnel to perform obligations under this Agreement and shall pay all costs associated with obtaining such visas, permits, licenses or other authorizations.

(b) it has taken all reasonable steps in accordance with good industry practice to ensure the reliability of any of the Supplier and Subcontractor Personnel that will or may have access to the PII.

(c) It will have in place, at a minimum, physical, technical, administrative, and organizational measures/safeguards that provide for and ensure personnel security and integrity, including background checks.

4. **Notification of Security Breaches**

4.1 The Supplier will report by email to dl-compliance@libertypr.comand within 48 hours of becoming aware of any of the following:

(a) Unauthorized processing or storage of data;

(b) Unauthorized modifications to system hardware, firmware, or software;

(c) Unauthorized access to information regarding customers or information regarding services provided to customers, including, but not limited to, personally identifiable information and records regarding customer communications;

(d) Unauthorized access to information relating to U.S. government entities; and

(e) Attempts from unauthorized sources to access systems or data.

5. **PII for Non-U.S. Citizens**

5.1 If non-U.S. citizens, whether employees or third-party contractors, will have access to: (i) operations and equipment in, or serving customers in, the United States and its territories; or (ii) records involving customers or services provided to customers, in the United States and its territories, the Supplier must provide the following information to the United States government regarding each such non-U.S. citizen and must obtain approval from the United States government before providing access to such non-U.S. citizen: full name; citizenship; date and place of birth; passport number and country; residence and business addresses, and phone numbers. LLA will provider Supplier with transmittal instructions.

5.2 Supplier must provide documentation of such approval for each non-U.S. person it seeks to provide Access to relevant LLA records or systems. FAILURE TO OBTAIN SUCH APPROVAL WILL RESULT IN THE DENIAL OF SUCH PERSONS TO ACCESS THE RELEVANT LLA RECORDS AND SYSTEMS. SUPPLIER CANNOT GRANT ACCESS TO

LLA RECORDS NOR SYSTEMS PRIOR TO SECURING UNITED STATES GOVERNMENT APPROVAL.

6. **Notification of Server Location for U.S. Records**

6.1 The Supplier will report by email to dl-compliance@libertypr.com the locations of data storage and data processing, such as servers, and any changes to such locations 45 days in advance of making such changes. LLA will make all the necessary efforts to obtain approval from the United States government before the change date. If government approval is not secured, the parties will discuss in good faith storage location alternatives. If no agreement is reached, LLA may terminate the Agreement with no penalties or further obligations to Supplier.