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Mr. John Carlin  
Assistant Attorney General  
National Security Division  
U.S. Department of Justice  
950 Pennsylvania Avenue, NW  
Washington, DC 20530  
ttelecom@usdoj.gov

Henderson, November 13, 2014

**Re: Telecom North America, Inc.**  
FCC File No. ITC-T/C-20140507-00148  
FCC File No. ISP-PDR-20140502-00002  
Telecom North America Mobile, Inc.  
FCC File No. ISP-PDR-20131213-00012

Dear Mr. Carlin:

This letter ("2014 Letter") outlines the commitments made by Telecom North America, Inc. ("TNA") to the U.S. Department of Justice ("DOJ"), in order to address national security, law enforcement and public safety concerns regarding the above-referenced matters pending before the Federal Communications Commission ("FCC").

TNA, formerly named 3U Telecom, Inc., was founded in 2002 by Johannes Gottschalk (a German citizen and permanent U.S. resident alien) and Herve R. Andrieu (a French citizen and permanent U.S. resident alien). As a condition to a past transaction, TNA had agreed to a set of continuing oversight requirements, as set forth in a letter to you from TNA dated as of January 21, 2011 ("2011 Letter"). In connection with the above-referenced pending matters,



TNA has agreed not only to continue the existing conditions, but also to additional conditions requested by DOJ. This 2014 Letter, which restates the prior conditions and sets forth the additional conditions, hereby supersedes and replaces the 2011 Letter.

TNA agrees that all customer billing records, subscriber information, or any other related information used, processed, or maintained in the ordinary course of business relating to communications services offered to U.S. persons ("U.S. Records"), will be made available in the U.S. in response to lawful U.S. process. For these purposes, U.S. Records shall include information subject to disclosure to a U.S. Federal or state governmental entity under the procedures specified in Sections 2703(c) and (d) and Section 2709 of Title 18 of the United States Code.

Within thirty (30) days after the FCC's consent to the above-referenced transactions, TNA agrees to provide DOJ an up-to-date description of its physical, technical, and logical security architectures, to include a complete enterprise architecture context, inter-connect, and flow diagrams for the U.S. Domestic Communications Infrastructure (DCI), architecture descriptions of controlled interfaces to remote Network Operations Centers (NOCs), and a description of security policies, procedures, and standards, to prevent unauthorized access to or disclosure of the contents of U.S. communications or records.

Within thirty (30) days after the FCC's consent to the above-referenced transactions, TNA also agrees to provide DOJ an up-to-date concept of operations (CONOPS) for domestic and remote NOC operations that describes user personnel, services, products, and locations of data centers that hosts U.S. customer data used by the NOCs. The CONOPS will include contingency plans for NOC services when the primary NOC and/or when key personnel are not available. These documents will be updated on an annual basis and submitted to DOJ for comment.

TNA agrees to ensure that U.S. records are not made subject to mandatory destruction under any foreign laws. TNA agrees to take all practicable measures to prevent unauthorized access to, or disclosure of the content of communications or U.S. records, in violation of any U.S. Federal, state, or local laws or of the commitments set forth in this letter. If TNA learns of any unauthorized disclosure with respect to U.S. records, they will deliver a written notification containing all the known details concerning each such incident to DOJ within five (5) days.

TNA agrees that it will not, directly or indirectly, disclose or permit disclosure of or access to U.S. Records, Domestic Communications (as defined below), or any information (including the content of communications) pertaining to a wiretap order, pen/trap order, subpoena or other lawful demand by a U.S. law enforcement agency for U.S. Records, to any person if the purpose of such disclosure or access is to respond to the legal process or request on behalf of a non-U.S. government without first satisfying all pertinent requirements of U.S. law and obtaining the express written consent of DOJ or the authorization of a court of competent jurisdiction in the United States. The term "non-U.S. government" means any government, including an identified representative, agent, component or subdivision thereof, that is not a local, state or federal government in the United States. Any such requests or legal process submitted by a non-U.S. government to TNA shall be referred to DOJ as soon as possible, and in no event later than five (5) days after such request or legal process is received by or known to TNA, unless the disclosure of the request or legal process would be in violation of U.S. law or an order of a court in the United States. For the purposes of this letter, "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. "Electronic Communication" has the meaning given it in 18 U.S.C. § 2510(12). "Wire Communication" has the meaning given it in 18 U.S.C. § 2510(1).

TNA has designated Mr. Johannes Gottschalk, Company President, as a point of contact and agrees to maintain one or more points of contact within the United States with the authority and responsibility for accepting and overseeing compliance with a wiretap order, pen/trap order, subpoena or other lawful demand by U.S. law enforcement authorities for the content of communications or U.S. Records. TNA shall ensure that the points of contact are officers or employees of TNA who are located in the U.S. and who are legal U.S. resident aliens or U.S. citizens. TNA will notify DOJ of any change in these points of contact within five (5) days of such change. TNA shall cooperate with any request by DOJ that a background check or security clearance process be completed for a designated point of contact(s).

TNA agrees to notify DOJ within thirty (30) days if there are any material changes in any of the facts as represented in this letter or in notices submitted pursuant to this letter. TNA agrees to notify DOJ within thirty (30) days of any material changes to their ownership structure. Material changes to ownership structure are those that would require a substantive transfer of control application or *pro forma* notification to the FCC, and those that would involve any material increase or decrease in foreign government control. TNA agrees to notify DOJ of the following, also within thirty (30) days of occurrence:

- Any material changes to either security policies, procedures, or network monitoring and analysis Standard Operating Procedures (SOP) used for the U.S. domestic communications infrastructure;
- Any material changes to the telecommunication services provided within the U.S. domestic communications infrastructure;
- Any material changes to established procedures to prevent unauthorized access to, or disclosure of, the content of communications of U.S. records; and,
- Any material changes to personnel that have access to the MERA soft-switch, CPNI, PII, and/or CDR.

Within thirty (30) days of occurrence, TNA agrees to provide DOJ a description of any material changes or upgrades to the existing network architecture and telecommunications architecture within the U.S. domestic communications infrastructure.

TNA agrees to notify DOJ within five (5) days of any cyber threats or cyber incidents detected on systems used to provide services within the U.S. domestic communications infrastructure. The term "cyber threat" means any circumstance or event with the potential to adversely impact organization operations (including mission or functions), or organization assets through an information system via unauthorized access, destruction, disclosure, modification of information and/or significant, prolonged, and/or targeted denial of service. The term "cyber incidents" means actions taken through the use of computer(s) or computer networks that result in an actual or potentially adverse effect on an information system and/or the information residing therein.

TNA agrees to notify DOJ within five (5) days of any change in the overseas personnel, physical addresses, and/or network operations (hardware or software) used to monitor and/or provision U.S. network and/or gateway elements. Currently, TNA has appointed Mr.

[REDACTED] to serve as the lead MERA soft-switch programmer and remote NOC manager. The MERA soft-switch is located in the United States. Mr. [REDACTED]'s hours of operations are from 5 AM to 2 PM Eastern Time (ET), Monday through Friday, and as needed during other times in cases of network emergencies. Currently, Mr. Gottschalk and/or Mr. Andrieu provide backup to Mr. [REDACTED] when he is not available. However, within thirty (30) days after the FCC's approval of the above-referenced applications, TNA agrees to provide DOJ documented contingency plans to follow when Mr. [REDACTED] is not available to perform his work, as well as protection schemes used by Mr. [REDACTED] for applications/files/data necessary for effective monitoring and provisioning of the MERA soft-switch.

TNA agrees that Mr. [REDACTED] does not (and will not) have access to U.S. Customer Proprietary Network Information (CPNI), Personal Identifiable Information (PII) related to U.S. customers and/or telecommunications carriers, or access to U.S. based network elements beyond the MERA soft-switch. TNA agrees to cooperate with any request by DOJ that a background check or security clearance process be completed for all individuals that assess or use assets within the U.S.

TNA agrees to notify DOJ within five (5) days of any security incidents.

TNA agrees that DOJ may visit with forty-eight (48) hours' advance notice any part of their domestic facilities, and conduct on-site reviews concerning the implementation of the commitments in this letter. TNA agrees to negotiate in good faith with DOJ to resolve any national security, law enforcement and public safety concerns that DOJ may raise.

TNA agrees to notify DOJ of any legal proceedings involving foreign governments within five days of TNA becoming aware of the existence of same.

TNA shall, within thirty (30) days after the FCC's consent to the above-referenced transactions, identify to DOJ all employees with root and administrative access to the TNA network.

TNA agrees to negotiate in good faith any modifications to this 2014 Letter requested by the U.S. government.

TNA agrees to deliver annually to DOJ on the anniversary of the issuance of the FCC Public Notice announcing the FCC's consent to the above-referenced transactions, either a report concerning the matters covered by this 2014 Letter or a signed statement that there is nothing to report for the year under this 2014 Letter.

TNA agrees that, in the event the commitments set forth in this letter are breached, in addition to any other remedy available at law or equity, DOJ may request that the FCC modify, condition, revoke, cancel, or render null and void any relevant license, permit, or other authorization granted by the FCC to TNA, or any successor-in-interest to either. TNA acknowledges and agrees that the obligations in this 2014 Letter apply not only to itself, but also to any subsidiary or affiliate of TNA that provides Domestic Communications, or its subsidiaries, including without limitation its subsidiary, Telecom North America Mobile, Inc. ("TNA-Mobile"), a Commercial Mobile Radio Service ("CMRS") provider (as that term is defined by the FCC) which is the applicant in above-referenced FCC File No. ISP-PDR-20131213-00012.

Nothing in this 2014 Letter is intended to excuse TNA from any obligation it may have to comply with U.S. legal requirements for the retention, preservation, or production of information, records or data, or from any applicable requirements of the Communications Assistance for Law Enforcement Act, 47 U.S.C. § 1001, *et seq.*, nor shall it constitute a waiver of: (a) any obligation imposed by any U.S. Federal, state or local laws on TNA; (b) any enforcement authority available under any U.S. or state laws; (c) the sovereign immunity of the United States; or (d) any authority the U.S. government may possess (including without limitation authority pursuant to the International Emergency Economic Powers Act) over the activities of TNA located within or outside the United States. Nothing in this 2014 Letter is intended to or is to be interpreted to require TNA violate any applicable U.S. law. Likewise, nothing in this 2014 Letter limits the right of the U.S. government to pursue criminal sanctions or charges against TNA, and nothing in this letter provides TNA with any relief from civil liability.

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All correspondence to DOJ under this 2014 Letter will be directed to DOJ at [telecom@usdoj.gov](mailto:telecom@usdoj.gov), [REDACTED] at [Tyrone.Brown@usdoj.gov](mailto:Tyrone.Brown@usdoj.gov), and [REDACTED] at [Jonathan.Frankel@usdoj.gov](mailto:Jonathan.Frankel@usdoj.gov).

TNA understands and has been advised by DOJ that, upon execution of this letter by authorized representatives or attorneys for TNA: a) TNA will file petitions with the FCC that expressly request the FCC to condition its grant of the above-referenced transfer of control and petition for declaratory ruling on compliance with the terms of this 2014 Letter by TNA and TNA-Mobile; and b) based on TNA's and TNA-Mobile's petitions, DOJ will notify the FCC that it has no objection to the FCC's grant of the above-referenced transfer of control and petitions for declaratory ruling.

Sincerely,

Jean Gottschalk, President

A handwritten signature in black ink, appearing to read "Jean Gottschalk", written over a horizontal line.