

October 20, 2017

Assistant Attorney General for National Security
United States Department of Justice
National Security Division
950 Pennsylvania Avenue, NW
Washington, DC 20530

Subject: Section 310(b)(4) of the Communications Act, as amended
FCC# ISP-PDR-20160415-00008 (TT Number 16-35)

Sir/Madam:

This Letter of Agreement (“LOA” or “Agreement”) sets forth the commitments being made by GigSky Mobile, LLC (“GigSky Mobile”) and GigSky, Inc. (“GigSky”) to the U.S. Department of Justice (“DOJ”) to address national security, law enforcement, and public safety concerns regarding GigSky that came to the attention of DOJ when GigSky filed a Petition for Declaratory Ruling (“Petition”) with the Federal Communications Commission (“FCC” or “Commission”) under Section 310(b)(4) of the Communications Act of 1934. In the Petition, GigSky requested advance approval of foreign indirect ownership interests in FCC wireless licenses WQJZ324 and WQJZ325 (“license”) pursuant to 47 C.F.R. §§ 1.991(i) and (j), and 47 C.F.R. § 1.991(k).

GigSky hereby adopts as true and correct all answers that it has provided to DOJ during this Team Telecom process through triage questions, follow up questions and emails to DOJ personnel.

1. For purposes of this LOA, the following definitions apply:
 - 1.1 “GigSky” means GigSky, Inc. and GigSky Mobile, LLC or the successors in interest to either.
 - 1.2 “Access” or “Accessible” means the ability to physically or logically undertake any of the following actions: (a) to read, divert, or otherwise obtain non-public information or technology from or about software, hardware, a database or other system, or a network; (b) to read, edit, or otherwise obtain non-public information regarding GigSky’s personnel, contractors, service partners, subscribers, or users; (c) to add, edit, delete, or alter information or technology stored on by software, hardware, a system or network; and (d) to alter the physical or logical state of software, hardware, a system or a network.

1.3 “Books and records” means any written or electronic records of GigSky’s finances, including ledgers, account records, and documents regarding any financial aspect of the company, regardless of where prepared and maintained electronically/digitally through software, or prepared and maintained in documentary form. Books and records include any accounting system, whether or not maintained by GigSky, GigSky Mobile, or a third party or storage system.

1.4 “Classified Information” shall have the meaning indicated by Executive Order 13526 and the Atomic Energy Act of 1954, or any subsequent Executive Order or statute regarding the same.

1.5 “Customer proprietary network information” shall mean as defined in 47 U.S.C. § 222(h)(1).

1.7 “Date of this LOA” shall mean the date on which the Letter of Agreement is signed by GigSky’s Chief Financial Officer.

1.8 “Domestic Communications,” as used herein, 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.

1.9 “Domestic Communications Infrastructure” means any systems, equipment, hardware, software or applications that capture or control, or transmit the flow of Domestic Communications on behalf of GigSky, including information technology supporting such networks.

1.10 “Electronic communication” has the meaning given it in 18 U.S.C. § 2510(12).

1.11 “Electronic surveillance” means:

(a) The interception of wire, oral, or electronic communications as defined in 18 U.S.C. §§ 2510(1), (2), (4) and (12), respectively, and electronic surveillance as defined in 50 U.S.C. § 1801(f);

(b) Access to stored wire or electronic communications, as referred to in 18 U.S.C. § 2701 *et seq.*;

(c) Acquisition of dialing, routing, addressing, or signaling information through pen register or trap and trace devices or other devices or features

capable of acquiring such information pursuant to law as defined in 18 U.S.C. § 3121 *et seq.* and 50 U.S.C. § 1841 *et seq.*;

(d) Acquisition of location-related information concerning a subscriber or facility;

(e) Preservation of any of the above information pursuant to 18 U.S.C. § 2703(f); and,

(f) Access to or acquisition, interception, or preservation of, wire, oral, or electronic communications or information as described in (a) through (e) above and comparable state laws.

1.12 “Foreign” means non-United States.

1.13 “Geolocation data” means any information collected by GigSky from its customers regarding a customer’s or the customer’s device’s location.

1.14 “Government” means any government, or governmental, administrative, or regulatory entity, authority, commission, board, agency, instrumentality, bureau or political subdivision, and any court, tribunal, judicial or arbitral body.

1.15 “Internet protocol detail record” (“IPDR”) means a streaming data protocol used by operations support systems and business support systems to collect and record a user’s data traffic information on a network.

1.16 “Internet search information” includes any data collected by GigSky about its customer’s internet browsing or purchasing activities through any mechanism permitted by the services offered by GigSky.

1.17 “Lawful U.S. Process” means 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 domestic communications, and call-associated data, transactional data, or subscriber information, or associated records.

1.18 “Managed Network Service Provider” means any third party using an end-to-end or managed services platform that has the ability to access or control Domestic Communications to or from GigSky’s customers or users.

1.19 “Network elements” means a facility, equipment, software, hardware or applications, used in the provision of telecommunications services, including features, functions and capabilities that are provided by means of such facility or equipment, including subscriber numbers, databases, signaling systems, and information sufficient for billing, receiving and/or aggregating customer data, and

collection or used in the transmission, routing, or other provision of telecommunications services.

1.20 “Network Management Capabilities” means software or applications used to manage or monitor network operations.

1.21 “Network Operations Center” means any locations and facilities performing Network Management, monitoring, accumulation of accounting and usage data, maintenance, user support, or other operational functions for Domestic Communications.

1.22 “Non-US 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.

1.23 “Offshoring” means performing obligations of this Agreement through the use of entities and personnel outside of the territorial limits of the United States, whether those entities or personnel are employees of GigSky, its subsidiaries, or third parties.

1.24 “Outsource” or “outsourcing” means, with respect to Domestic Communications, supporting the services and operational needs of GigSky at issue in this LOA through the use of contractors or third parties.

1.25 “Principal Network Equipment” means any equipment, hardware, software, or applications capable of controlling Domestic Communications, as well as device controllers, signal routing and transfer routers, devices that perform network or element management, fiber optic line termination and multiplexing, core and edge routing, network protection, radio network control, mobility management, or lawful intercept functions, and non-embedded software necessary for the proper monitoring, administration and provisioning of any such equipment. This definition may be modified from time to time by DOJ, pursuant to an amendment to this LOA, as may be necessary due to changes in technology, business model, management, structure of services offered, or governance of the Domestic Communications.

1.26 “SIM card” means a subscriber identity module that works on a global system for mobile communications.

1.27 “U.S. Records” means GigSky customer billing records, subscriber information, text, internet browsing or purchasing information, geolocation data, customer proprietary network information, and any other related information used, processed, or maintained in the ordinary course of business relating to the services offered by GigSky in the United States, including information subject to disclosure to a U.S. federal or state governmental entity under the procedures specified in 18 U.S.C. § 2703(c) and (d) and 18 U.S.C. § 2709.

1.28 “Wire Communication” has the meaning given in 18 U.S.C. § 2510(1).

2. GigSky agrees to maintain its company headquarters in the United States.

3. GigSky agrees to draft and implement a process to ensure all GigSky personnel, agents, or contractors whose positions involve unescorted access to any Domestic Communications Infrastructure meet personnel screening requirements. The screening process will include a background check and a public criminal records check, with periodic checks to ensure continuing review of the suitability of those persons with access. The screening process will become part of its Network Systems and Security Plan further referenced in paragraph 11 of this Agreement. GigSky agrees that a failure to establish, implement and comply with this process will be a material breach of the Agreement.

4. GigSky agrees to provide 30 days advance notice of any effective date of an ownership change (the “transaction”) or any business model changes by GigSky or GigSky Mobile to provide telecommunications services in the U.S., including notice of any provision by GigSky of service to the destination countries in which GigSky and GigSky Mobile have foreign-carrier affiliations through members or affiliates owning more than 25 percent of GigSky. In the event that DOJ objects to the proposed change in ownership, GigSky agrees that it will confer with DOJ to attempt to resolve any national security or law enforcement concerns about the ownership change prior to finalizing that change.

5. GigSky agrees to identify to DOJ, subject to approval by DOJ, a point of contact (“POC”) whose responsibilities shall include:

(a) Overseeing GigSky’s compliance with the terms of this LOA, and

(b) Serving as the liaison between GigSky and DOJ. GigSky further agrees that the POC will:

- (1) at all times be an employee of GigSky;
- (2) be a non-dual United States citizen;
- (3) have appropriate senior level authority to carry out his or her responsibilities under the LOA;
- (4) have access to appropriate GigSky business records to perform his or her duties;
- (5) respond within 48 hours to DOJ’s requests;
- (6) ensure completion of the semi-annual/annual reporting obligations pursuant to the LOA; and
- (7) maintain current awareness of potential changes to GigSky corporate structures.

6. GigSky agrees that it will comply with all applicable lawful interception statutes, regulations, and requirements, including the Communications Assistance for Law Enforcement Act (“CALEA”), 47 U.S.C. § 1001 *et seq.*, and its implementing regulations, and all court orders

and other legal process for lawfully authorized electronic surveillance and other U.S. lawful process. GigSky will provide and implement lawfully-authorized electronic surveillance that meets the assistance capability requirements of § 1003 of CALEA to fulfill court orders issued pursuant to federal and state wiretap laws or other lawful authorization.

7. GigSky agrees to notify DOJ, at least 30 days in advance, of any change to its current services portfolio or business, including but not limited to changes in its corporate structure, ownership, business model, corporate name, corporate location, business operations locations, and products or services offered. DOJ reserves the right to object to any changes that present a law enforcement or national security concern. GigSky agrees to confer in good faith with DOJ to resolve any of these concerns in advance of any of the changes listed in this paragraph.

8. As of the date of this LOA, GigSky represents that it only sells broadband data services with SIM cards and Wi-Fi hotspot devices as ancillary products to facilitate customer access to the internet. If GigSky offers any services other than broadband data services, this would be a change in its current service portfolio requiring 30 days' advance notice to DOJ.

9. GigSky holds International Signaling Point Codes 3-036-5 for Signaling System 7 ("SS7") to route and terminate traffic as of the date of this LOA. GigSky is not using code 3-036-5 (this is the SPC-NEW-20150616-00012 code) for the US Virgin Islands as GigSky is not providing service in the US Virgin Islands. GigSky has also been assigned 2-08-6 and 2-08-7 by Comfone (GigSky's signaling provider) to connect to Comfone's hubs in Bern and Lausanne, Switzerland for routing international roaming traffic. GigSky is also using national codes 005-096-184, 005-096-185, 005-096-186, 005-096-187 for routing to GigSky's core in Dallas. GigSky will provide DOJ 30 days advance notice before using SPC-NEW-20150616-00012.

10. GigSky agrees that it will obtain all appropriate authorities and licenses required for domestic telecommunications services and under Section 214 of the Communications Act of 1934.

11. GigSky agrees to draft a Network and Systems Security Plan ("Plan"), which it will forward to DOJ within 60 days of this LOA, and which must be approved by DOJ, and which shall address, but not be limited to, information security, remote access, physical security, cybersecurity, third party contractors, outsourcing and offshoring, system logs, protection of Lawful U.S. process and protection of U.S. customer information obtained by GigSky through the provision of services. GigSky agrees to confer with DOJ in good faith about any aspect or term of the Plan which DOJ believes presents a national security or law enforcement concern, and to resolve that concern before finalizing any plan and integrating it into the company's compliance plan and structure.

12. GigSky agrees that it will not, directly or indirectly, disclose or permit disclosure of, or access to U.S. Records or Domestic Communications or any information (including call content and call data) pertaining to a wiretap order, pen register/trap and trace order, subpoena, or any other lawful process by a U.S. law enforcement agency to any person, if the purpose of

such disclosure or access is to respond to a legal or informal request made on behalf of a non-U.S. government entity, without first satisfying all pertinent requirements of U.S. law and obtaining the express written consent of DOJ, or obtaining a ruling authorizing the disclosure from a court of competent jurisdiction in the United States. Any legal or informal requests submitted by a non-U.S. government entity to GigSky shall be referred to DOJ for prior approval as soon as possible, but no later than five business days after such request is received by or made known to GigSky, unless disclosure of the request or legal process would be in violation of U.S. law or an order of a court of competent jurisdiction of the United States.

13. GigSky also agrees to ensure that U.S. Records are not made subject to mandatory destruction under any foreign laws. GigSky agrees to store all U.S. Records in the U.S. GigSky currently stores all records with Amazon Web Services, Inc. and Box, Inc. GigSky's agreements with both companies require that all GigSky records be stored only in the U.S. GigSky will provide DOJ at least 30 days advance notice of any change in location of the U.S. Records' storage facility through the contact information in paragraphs 25 and 26 of this LOA. If DOJ has national security or law enforcement concerns about any proposed U.S. Records storage location, GigSky agrees to confer in good faith with DOJ to resolve any of these concerns in advance of moving U.S. Records storage to the proposed location.

14. GigSky agrees to nominate a law enforcement point of contact ("LEPOC") in the United States who will be subject to prior approval by DOJ. The LEPOC shall be a U.S. citizen residing in the United States, unless DOJ agrees in writing otherwise, and:

- (a) The LEPOC must be approved by DOJ to receive lawful U.S. process for U.S. Records and to assist and support lawful requests for surveillance or production of U.S. Records by U.S. federal, state, and local law enforcement agencies;
- (b) The LEPOC should be an individual who can receive a security clearance to receive classified information as defined in Executive Order 13526 or any Executive Order or law that supersedes it;
- (c) GigSky agrees that the designated LEPOC will have access to all U.S. Records, and, in response to lawful U.S. process, will make such records available promptly and, in any event, no later than permitted by the process order or five business days after receiving such lawful U.S. process, whichever is longer;
- (d) The LEPOC and his/her contact information shall be provided by GigSky to DOJ within five business days of the date of this LOA, and will not be deemed acceptable as the LEPOC for purposes of this LOA until the DOJ agrees the individual is acceptable and DOJ notifies GigSky of this fact;
- (e) If the nominated LEPOC is acceptable to DOJ, GigSky agrees to maintain that individual as the LEPOC as long as the nominated LEPOC remains employed by GigSky unless GigSky has given DOJ notice no less than 30 days prior to any change to its LEPOC; and,

(f) GigSky's nominated replacement shall be subject to DOJ review and approval through the process described in this paragraph.

15. GigSky further agrees that it will provide advance notice to DOJ of all outsourced service providers located in whole or in part outside the United States, including but not limited to services provided in relation to:

- (a) Network Operation Center(s) ("NOC");
- (b) Network maintenance services;
- (c) Customer support services;
- (d) Any operation/service that could potentially expose U.S. Domestic Communications Infrastructure, U.S. customer data and records, call detail records ("CDRs"), or customer proprietary network information by any means;
- (e) Renewal of any Principal Network Equipment and Network Management Capabilities beyond the current lifecycle of those elements; and,
- (f) Deployment of any network elements, Principal Network Equipment, or network management capabilities, including but not limited to software or applications used to manage or monitor network operations, that are owned, managed, created, altered, supplied or controlled by a foreign entity, including a foreign government.

16. GigSky agrees to provide DOJ no later than 180 days after the signature of the LOA an equipment inventory of all Principal Network Equipment in all locations that will include:

- (a) A complete and current list of all Principal Network 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;
- (b) Any vendors, contractors, or subcontractors involved in providing, installing, operating, managing, or maintaining the Principal Network Equipment; and,
- (c) The anticipated useful life of the Principal Network Equipment.

17. DOJ will have 45 days to object or reject any item mentioned in (a) and (b) above, which shall be referred to as "objectionable equipment." GigSky agrees that it will remove objectionable equipment or discontinue the contractual relationship or activity with the entity supplying or maintaining the objectionable equipment on a date agreed to by DOJ and GigSky.

18. GigSky agrees that all support and software updates regarding the objectionable equipment must be conducted by a U.S.-based team.

19. GigSky agrees to provide the DOJ at least ten (10) days' advance notice prior to performing any maintenance, repair, or replacement that would result in any material modification to existing Principal Network Equipment. GigSky need not comply with the advance 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 its continued operation. However, in such circumstances, GigSky shall provide advance notice to DOJ of the material modification, if practicable, and, if impracticable, GigSky shall provide notice within five (5) days after the material modification of the Principal Network Equipment and in no event more than ten (10) days after the material modification.

20. GigSky agrees it will permit all DOJ requests for site visits and approve all requests to conduct on-site interviews of GigSky employees.

21. GigSky agrees to provide at least 30 days' advance notice prior to making any modifications to the list of vendors, contractors, or subcontractors involved in providing, installing, operating, managing, or maintaining the Principal Network Equipment. GigSky shall provide at least 30 business days' advance notice prior to changing the service offerings or support from a previously-listed vendor, contractor, or subcontractor. DOJ shall have 30 days to object, unless otherwise delayed by awaiting responses to inquiries for further information from GigSky or GigSky Mobile, in which event the DOJ shall be afforded additional time to approve or disapprove any request sent to the DOJ under this paragraph. Should DOJ object, the notified Principal Network Equipment provider shall not be utilized for the notified purpose.

Audit Requirements.

22. GigSky agrees to provide to DOJ a copy of its books and records in whatever form prepared or maintained within 60 days of the date of this Agreement, and thereafter to provide such records to DOJ no later than November 1st each year for a period of four (4) years beginning on November 1, 2018. GigSky will convert those records to a Microsoft Word or Adobe pdf format, and will email them to a DOJ contact selected by DOJ annually. In order to ensure proper delivery of those records, GigSky agrees to contact DOJ to confirm the DOJ contact information each year before sending any records required by this paragraph. GigSky agrees to answer any questions by DOJ regarding the books and records received within 15 days of receiving such questions, and to provide the books and records in an electronic format if, after review of the Word or pdf version, the DOJ so requests. GigSky further agrees to designate a senior-level employee of GigSky, with full access to the necessary records and information, to be responsible for:

(a) Providing the books and records to DOJ when and as required by this
LOA;

(b) Answering any questions regarding those records posed by DOJ within 15 days or receipt; and,

(c) Affirming the books and records contain true and correct information in writing.

23. GigSky agrees to negotiate in good faith with the DOJ to resolve any national security, law enforcement, or public safety concerns that the DOJ may raise with respect to the results of any third-party audit/or from any review of GigSky's books and records. DOJ shall be granted the right to exclusively meet with the auditors/persons responsible for preparing and/or maintaining GigSky's books and records, or with any GigSky or GigSky Mobile employee or third-party responsible for the preparation of books and records, within five (5) days of DOJ's request.

24. GigSky agrees to provide an annual report to DOJ regarding the company's compliance with this LOA, including:

(a) A statement confirming that there were no changes if no changes were reported to DOJ during the preceding year, or a detailed statement describing all changes from the previous year required to be reported to DOJ;

(b) A statement regarding GigSky's CALEA compliance, and confirming its completion of any forms, filings or security plans required by the FCC regarding its LEPOC, and a statement about whether the information provided to the FCC is current as of the date of the annual report;

(c) A statement confirming that the company's handling of U.S. Records, Domestic Communications, and U.S. lawful process was in accordance with the assurances contained herein, and a list of all individuals with access to U.S. CDRs;

(d) A statement explaining any changes in the services that GigSky provides, or confirmation that no additional services are being offered;

(e) A statement explaining any new relationships with foreign-owned telecommunications partners, including any peering relationships, contracts, or joint ventures;

(f) An updated list of GigSky's Principal Network Equipment vendors and suppliers;

(g) An updated Network and Systems Security Plan;

(h) A statement regarding the installation and/or purchase or lease of any foreign-manufactured telecommunication equipment (including, but not limited to, switches, routers, software, hardware); however, the statement need not include commercial off-the-shelf software;

(i) A statement providing details of any occurrences of cyber-security incidents, network and enterprise breaches, and unauthorized access to customer data and information, and GigSky's response;

- (j) A statement confirming the name of, role and contact information of the LEPOC;
- (k) A statement regarding any other matter referenced in this LOA;
- (l) A detailed organization chart that includes the names and roles of all executive-level personnel; and,
- (m) A signed, dated statement by a senior-level employee affirming that any books and records provided to DOJ during the year prior to the annual report were true and accurate.

25. The annual report will be due every 1st day of November of each calendar year, beginning on November 1, 2018. The annual report, Principal Network Equipment list, the books and records, and all information required to be reported by GigSky to DOJ by this LOA shall be addressed to:

Assistant Attorney General for National Security
U.S. Department of Justice
National Security Division
950 Pennsylvania Avenue, N.W.
Washington, DC 20530

Attention: FIRS/Team Telecom Staff

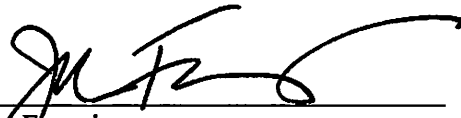
26. Courtesy electronic copies of all notices and communications required herein shall also be sent to the following or individuals identified by DOJ: Bermel Paz, at Bermel.Paz@usdoj.gov; Principal Deputy Chief, National Security Division, Foreign Investment Review Staff, Richard Sofield, at Richard.Sofield2@DOJ.gov; Attorney-Advisor Elisabeth Poteat, at Elisabeth.Poteat@usdoj.gov; and to the DOJ mailbox FIRS-TT@usdoj.gov.

27. This LOA shall inure to the benefit of, and shall be binding upon, GigSky and its successors, assigns, subsidiaries, and affiliates, if any. GigSky agrees that, in the event that the commitments set forth in this Agreement are breached, in addition to any other remedy available at law or equity, DOJ may request the FCC to modify, condition, revoke, cancel, terminate or render null and void any relevant license, permit, or other authorization granted by the FCC to GigSky or its successors-in-interest.

28. Nothing in this Agreement is intended to excuse GigSky from its obligations to comply with any and all applicable legal requirements and obligations, including any and all applicable statutes, regulations, requirements, or orders.

29. GigSky understands that, upon execution of this LOA by an authorized representative or attorney, or shortly thereafter, DOJ shall notify the FCC that it has no objection to the FCC's consent to GigSky's application.

Sincerely,



John Francis
Chief Financial Officer
GigSky, Inc.