

January 12, 2016

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

Re: Pending FCC application by IP Network America LLC

FCC file number: FCC # ITC-214-20130204-00048

Dear Mr. Magallanes,

This letter of assurances (“LOA”) outlines the commitments being made by IP Network America LLC (“IP Network”) to the U.S. Department of Justice (DOJ) in order to address national security, law enforcement, and public safety concerns raised with regard to the company’s pending application to the Federal Communications Commission (FCC).

IP Network 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 forty-five (45) business days after the FCC’s consent to the above-referenced transaction, IP Network agrees to provide DOJ, in electronic form, 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 security policies, procedures, and standards, to prevent unauthorized access to or disclosure of the contents of U.S. communications or records.

Within forty-five (45) business days after the FCC’s consent to the above-referenced transaction, IP Network 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 host 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, from the date of the 214 grant, and submitted to DOJ for comment at ttelecom@usdoj.gov.

IP Network agrees to ensure, to the extent it is legally able to, that U.S. records are not made subject to mandatory destruction under any foreign laws. IP Network 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 IP Network 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) business days of the date that IP Network learns of the disclosure.

IP Network 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 IP Network shall be referred to DOJ as soon as possible, and in no event later than fifteen (15) business days after such request or legal process is received by or known to IP Network, 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).

IP Network agrees to notify DOJ within thirty (30) business 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.

IP Network agrees to notify DOJ within thirty (30) business days of any material changes to its 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.

IP Network agrees to notify DOJ of the following within thirty (30) business days of occurrence:

- Any material changes to 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 or U.S. records; and,
- Any material changes to personnel that have access to the U.S.-based soft-switch, CPNI, PII, and/or CDR.

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

IP Network agrees to maintain a Point of Presence (POP) and Point of Contact (POC) in the U.S., preferably a U.S. citizen, to receive service of process for U.S. records and to assist and support lawful requests for surveillance by U.S. Federal, State, and local law enforcement agencies. The name of, and contact information for, this POC nominated by IP Network will be provided to DOJ within 30 days after the date that this LOA is signed by a representative of IP Network. The nominated POC will be subject to DOJ approval. IP Network also agrees to provide DOJ at least 30 days prior notice of any future change to this POC, and agrees that DOJ approval will be required for such change. IP Network shall cooperate with any request by DOJ that a background check or security clearance process be completed for a POC.

IP Network agrees to notify DOJ within ten (10) business days of any known cyber threats or cyber incidents detected on its 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 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.

IP Network agrees to notify DOJ within ten (10) business 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 that are owned or operated by, or on behalf of, IP Network.

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

IP Network agrees to notify DOJ of any legal proceedings involving foreign governments within five days of IP Network becoming aware of the existence of such a legal proceeding.

IP Network shall, within forty-five (45) business days after the FCC's consent to the above-referenced transaction, identify to DOJ all IP Network employees, or other persons known to IP Network, who possess root access to the IP Network.

IP Network agrees to negotiate in good faith with regard to any modifications requested by DOJ to this LOA.

IP Network 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 transaction, either a report concerning the matters covered by this LOA or a signed statement that there is nothing to report for the applicable year.

IP Network 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, terminate or render null and void any relevant license, permit, or other authorization granted by the FCC to IP Network, or any successor-in-interest to IP Network. IP Network acknowledges and agrees that the obligations in this LOA apply not only to itself, but also to any subsidiary or affiliate of IP Network, controlled by IP Network, that provides Domestic Communication services.

Nothing in this LOA is intended to excuse IP Network 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 IP Network; (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 IP Network located within or outside the United States. Nothing in this LOA is intended to, or is to be interpreted to, require IP Network to violate any applicable U.S. law. Likewise, nothing in this LOA limits the right of the U.S. government to pursue criminal sanctions or charges against IP Network, and nothing in this letter provides IP Network with any relief from civil liability in any matter.

All correspondence to DOJ under this LOA will be directed to the addressee at the address provided on the first page of this LOA. In addition, a courtesy electronic copy of all notices and communications will be forwarded to ttelecom@usdoj.gov.

IP Network understands and has been advised by DOJ that, upon execution of this letter by an authorized representative of IP Network, DOJ will notify the FCC that it has no objection to the FCC's grant of the pending application of IP Network.

Sincerely,



Rosario Gonzalez Zambrano
IP Network America, CEO