



# T-Ware Connect

3 June, 2014

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

Re: Pending application with the Federal Communications Commission by TWare Connect LLC (formerly Mobile Financial Services, LLC) for authority to provide resale services between the United States and permissible international points (FCC file number ITC-214-20130827-00232; and TT 13-49).

Dear Mr. Carlin,

This letter of Agreement (Agreement) outlines the commitments made by TWare Connect LLC (TWare) (formerly Mobile Financial Services, LLC) and TeleWare Group Plc (TeleWare) to the U.S. Department of Justice (DOJ) in order to address national security, law enforcement, and public safety concerns raised with regard to TWare's application to the Federal Communications Commission (FCC) for authority pursuant to Section 214 of the Communications Act of 1934, as amended, to provide global or limited global resale authority under Section 63.18(e)(2) of the Commission's rules.<sup>1</sup>

TWare is a Delaware corporation and wholly owned subsidiary of TeleWare, a British company. In the above-identified application, TWare is seeking international Section 214 authority so that it may provide in the United States international mobile resale telecommunications services. TWare provides mobile voice, short message service (SMS), and data (plus voicemail) services, including the ability to record, store, and retrieve the contents of mobile calls and SMS transmissions.<sup>2</sup> TWare's services also will require the storage of Customer Proprietary Network Information (CPNI), Call Detail Records (CDRs), billing information, and other customer information necessary to initiate service.

TWare currently has no telecommunications network or facilities in the United States and therefore cannot deploy in the U.S. a facilities-based lawful intercept solution. Upon that situation changing (e.g., should TWare obtain facilities in the U.S. or its territories), however, TWare will comply with all applicable federal and state lawful interception statutes,

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<sup>1</sup> 47 U.S.C. § 214; 47 C.F.R. § 63.18.

<sup>2</sup> Any international telecommunications service currently provided by TWare is provided pursuant to Special Temporary Authority that the FCC granted (with DOJ's non-objection) to TWare on December 11, 2013. See FCC File No. ITC-STA-20130827-00233.



regulations, and requirements, including the Communications Assistance for Law Enforcement Act (CALEA) and its implementing regulations,<sup>3</sup> and will comply with all court orders and other legal process for lawfully authorized electronic surveillance and physical search.<sup>4</sup> TWare also will provide notice of any change in its lawful intercept capabilities to DOJ within 30 days of such change, and will certify its compliance with CALEA no more than 60 days following its notice to DOJ of new facilities, services, or capabilities. Further, TWare agrees to provide at least 30 days advance notice to DOJ in the event that TWare plans to provide retail end-user telecommunications services in the United States, and in that event TWare further agrees to establish U.S.-based lawful intercept capabilities approved by DOJ (to the extent that U.S.-based lawful intercept capabilities do not already exist).

TWare agrees that, within 60 days of the signing of this Agreement, TWare will submit to DOJ a U.S. Security Policy (Security Policy), which shall be subject to DOJ review and non-objection. TWare shall implement this Security Policy and any underlying measures necessary for compliance with the Security Policy within 45 days of DOJ's non-objection. Such Security Policy shall at a minimum:

- Provide that the Security Policy and the Storage Policy retroactively apply to all of the services offered and provided by TWare as described herein on or after December 11, 2013, the date on which the FCC granted TWare Special Temporary Authority to operate.
- Provide for a Storage Policy for all U.S. Records<sup>5</sup> that will detail TWare's plan to store in the U.S. either originals or copies of originals of all U.S. Records.<sup>6</sup> Such

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<sup>3</sup> This statement neither supersedes nor replaces TWare's other duties to comply with all applicable federal and state lawful interception statutes, regulations, and requirements, or court orders and legal process, for lawfully authorized electronic surveillance and physical search.

<sup>4</sup> TWare may use a U.S. Trusted Third Party outsourcing partner to implement its lawful intercept capability. Such Trusted Third Party shall be subject to prior DOJ review and non-objection.

<sup>5</sup> "U.S. Records," as used in this Agreement, means TWare customer billing records, subscriber information, and any other related information used, processed, or maintained in the ordinary course of business relating to the services offered by TWare in the U.S. as described herein, including the content of communications recorded by TWare (i.e., mobile voice, SMS, and data (plus voicemail) services) and those records that may be created and maintained by TWare in furtherance of compliance with the rules and regulations promulgated in Chapter I of Title 17 of the Code of Federal Regulations by TWare's subscribers. For these purposes, U.S. Records also 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 U.S. Code. To clarify, this Agreement does not require TWare to store or maintain any U.S. Records beyond one year's time or, for situations where TWare is storing U.S. Records for a TWare client subject to Title 17 of the Code of Federal Regulations, beyond the period of time for retention otherwise required (presently or through amendment) by Title 17 of the Code of Federal Regulations, Sections 1.31 and 23.203, whichever is longer (except as otherwise provided by law).

<sup>6</sup> TWare may rely upon the use of a U.S. Trusted Third Party outsourcing partner to implement TWare's storage of U.S. Records in the United States. Such Trusted Third Party shall be subject to prior DOJ review and non-objection.



Storage Policy shall be subject to DOJ approval,<sup>7</sup> and must be conducted and maintained pursuant to industry standards within the U.S. for data and information security and, for those records where TWare's clients are subject to Title 17 of the Code of Federal Regulations, comport with the procedures outlined in the rules and regulations promulgated (either presently or through amendment) in Title 17 of the Code of Federal Regulations, Sections 1.31, 1.35, 23.202, and 23.203 (except as otherwise provided by law).<sup>8</sup>

- Provide measures to ensure that TWare, its parents, and affiliates comply with U.S. law regarding the unauthorized collection, interception, storage, or use of U.S. Records and U.S. Domestic Communications<sup>9</sup> and such additional measures as are necessary to ensure that there is otherwise no unauthorized access (i.e., contrary to U.S. law) to such U.S. Records.
- Provide for a U.S. Law Enforcement Point of Contact (POC) in the U.S., preferably a U.S. citizen, to receive service of process for U.S. Records and, where possible, to assist and support lawful requests for surveillance or production by U.S. federal, state, and local law enforcement agencies (Lawful U.S. Process).
- Provide that TWare will give notice of its POC to DOJ for approval within 14 days of the date that TWare receives an international telecommunications certification from the FCC for the purposes identified above, and further provide that TWare will give DOJ at least 30 days prior notice of any change to its POC, who will be subject to DOJ review and approval.
- Provide that the designated POC 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 five business days after receiving such Lawful U.S. Process. In the event that a request is made to a client of TWare pursuant to Title 17 of the Code of Federal Regulations, Sections 1.31 or 23.303, TWare and its designated POC will work with TWare's client to make the records at issue in such request available immediately, in concert with the procedures outlined in the rules and regulations promulgated (either

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<sup>7</sup> TWare initially will submit its Storage Policy to DOJ at the same time as the Security Policy's submittal to DOJ, within 60 days of this Agreement's execution. Thereafter, TWare will submit to DOJ any proposed change to the Storage Policy at least 60 days prior to the date of the proposed change, with the understanding that such proposed change is subject to DOJ review and approval.

<sup>8</sup> TWare will implement its Storage Policy within 45 days of DOJ's approval of the Storage Policy.

<sup>9</sup> "Domestic Communications" as used in this Agreement means: (1) 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).



presently or through amendment) in Title 17 of the Code of Federal Regulations, Sections 1.31 and 23.203, as applicable.<sup>10</sup>

- For purposes of this Agreement, provide for a U.S. Security Officer, preferably a U.S. citizen, who shall be subject to DOJ review and non-objection and responsible for ensuring compliance with this Agreement.<sup>11</sup>
- Provide that TWare will give notice of its U.S. Security Officer to DOJ for approval within 45 days of receiving DOJ's non-objection to TWare's Security Policy, and further provide that TWare will give DOJ at least 30 days prior notice of any change to its U.S. Security Officer, who will be subject to DOJ review and non-objection.
- Provide that the Security Officer will have sufficient authority and ability to comply with all aspects of this Agreement and the Security Policy.
- Provide for the timely delivery to DOJ, when requested, of accompanying procedures and/or process flow charts for the implementation of lawful intercept on TWare's U.S. networks, if necessary.
- Require timely delivery to DOJ, when requested, of lawful intercept-related documentation, including network diagrams, architectures, equipment lists, personnel, and any other information relating to TWare's U.S. networks that DOJ may deem reasonably appropriate for purposes of this Agreement.
- Require the immediate and anonymous reporting of any known or suspected violation of this Agreement to the Security Officer, who shall promptly report any known or suspected violations of this Agreement to DOJ.
- Provide that the Security Officer will promptly report to DOJ, within at least 14 days of occurrence, any act of compromise of a lawful interception of communications or access to call-identifying information to unauthorized persons or entities, or any act of unlawful electronic surveillance occurring on TWare's premises or via electronic systems under TWare's control.
- Provide that TWare will seek DOJ's approval beforehand if, in the future, any storage or access location for U.S. Records is planned to be transferred and/or newly established outside of the U.S. or the United Kingdom.

Within 14 days of TWare's implementation of and compliance with the DOJ-approved Security Policy and its underlying measures, including implementation of and compliance with the DOJ-approved Storage Policy, TWare will submit to DOJ a certification of such implementation and compliance. TWare also will provide DOJ at least 60 days' notice of any

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<sup>10</sup> This statement neither supersedes nor replaces TWare's other duties to comply with any applicable FCC requirements and regulations regarding the storage and protection of customer records, including but not limited to requirements related to the storage and protection of CPNI.

<sup>11</sup> The Security Officer may be the same individual as the POC, at the company's discretion.



proposed change to the Security Policy, with the understanding that such proposed change is subject to DOJ review and non-objection.<sup>12</sup>

TWare agrees that it will fully comply with the Security Policy described above, and TeleWare agrees that it will fully support TWare's compliance with this Agreement and take all steps necessary to support TWare's compliance with this Agreement.<sup>13</sup> TWare also agrees to ensure that U.S. Records (as herein defined and described) are not made subject to mandatory destruction under any foreign laws, and TeleWare agrees to ensure that such records are not made subject to mandatory destruction under any foreign laws.

Further, TWare and TeleWare both agree that they will not directly or indirectly disclose or permit disclosure of or access to U.S. Records or Domestic Communications, or to any information (including call content and call data) pertaining to a wiretap order, pen/trap and trace order, subpoena, or any other lawful request by a U.S. law enforcement agency for U.S. Records, to any person or authority if the purpose of such disclosure or access is to respond to a legal process or request on behalf of a non-U.S. government<sup>14</sup> 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 U.S. Any such requests for legal process submitted by a non-U.S. government to TWare shall be referred to DOJ as soon as possible, but in no event later than five business days after such request or legal process is received by or made known to TeleWare or TWare unless disclosure of the request or legal process would be in violation of U.S. law or an order of a court of the U.S.

TWare agrees to provide DOJ with notices of material change (e.g., corporate structure changes of importance to this Agreement, name changes for TWare or TeleWare, etc.) within 30 days of such change.

In the event DOJ objects to any information that TWare submits to DOJ for review and approval under this letter (including but not limited to notifications relating Trusted Third Party partners, lawful intercept capabilities, the Security Policy, the Storage Policy, the POC, and the Security Officer), DOJ shall notify TWare in writing within 45 days.

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<sup>12</sup> TWare also will submit to DOJ a certification of implementation of and compliance with any changes to the Security Policy and/or Storage Policy (such changes already having been approved by DOJ) within 14 days of such implementation and compliance.

<sup>13</sup> TeleWare additionally agrees to provide DOJ with a point of contact with whom DOJ may interact regarding matters pertaining to this Agreement within 60 days of this Agreement's execution, and to provide DOJ with notices regarding changes to that point of contact within 30 days of such change.

<sup>14</sup> 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.



# T-Ware Connect

In addition, TWare and TeleWare both individually agree to submit yearly certifications to DOJ regarding the compliance of each company with this Agreement, to include certifications that neither the Security Policy nor the Storage Policy changed (where no changes were notified to and approved by DOJ, and implemented by TWare, during the preceding year), statements regarding TWare's compliance with CALEA or lack of a requirement to comply with CALEA, and notifications regarding any matters of interest to this Agreement. These annual certifications will be due on the yearly anniversary of this letter's execution. Further, for purposes of this Agreement, notification to DOJ will be via first-class or certified mail and electronic mail, and will be addressed to the following:

Assistant Attorney General for National Security  
U.S. Department of Justice  
National Security Division  
950 Pennsylvania Avenue, N.W.  
Washington, DC 20530  
Attn.: Team Telecom, Foreign Investment Review Staff  
Electronic mail (e-mail): [ttelecom@usdoj.gov](mailto:ttelecom@usdoj.gov)

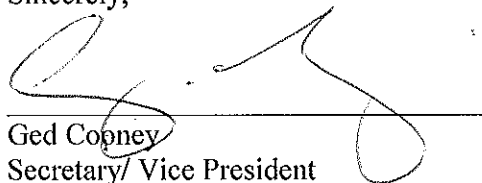
Courtesy electronic copies of all notices and communications also will be sent to the following, or to those individuals identified to TWare and TeleWare by DOJ in the future: Kristin Taylor of the DOJ (at [kristin.taylor@usdoj.gov](mailto:kristin.taylor@usdoj.gov)) and Richard Sofield of the DOJ (at [richard.sofield2@usdoj.gov](mailto:richard.sofield2@usdoj.gov)).

TWare and TeleWare agree 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 that the FCC modify, condition, revoke, cancel, or render null and void any relevant license, permit, or other authorization granted by the FCC to TWare or any successors-in-interest. Nothing herein shall be construed to be a waiver by TWare of, or limitation on, its right to oppose or comment on any such request.

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

TWare understands that, upon execution of this letter by an authorized representative or attorney for TWare, or shortly thereafter, DOJ shall notify the FCC that it has no objection to the FCC granting TWare's above-identified application with the FCC, subject to the conditions expressed in this Agreement.

Sincerely,



Ged Copney  
Secretary/ Vice President  
TWare Connect LLC



T-Ware Connect

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Ged Cooney  
Director of Legal & Commercial/  
Company Secretary  
TeleWare Group Plc

Cc: Kristin Taylor  
Attorney  
Foreign Investment Review Staff  
National Security Division  
U.S. Department of Justice  
kristin.taylor@usdoj.gov

Richard Sofield  
Director  
Foreign Investment Review Staff  
National Security Division  
U.S. Department of Justice  
Richard.sofield2@usdoj.gov