

December 16, 2014  
Mr. John Carlin  
Assistant Attorney General  
National Security Division  
U.S. Department of Justice  
950 Pennsylvania Avenue, NW  
Washington, DC 20530  
[tte.com@usdoj.gov](mailto:tte.com@usdoj.gov)

Re: Pending Application for authority to provide international Section 214 authority for Facilities-based and resale services to all international points (FCC Application #: ITC-214-20131025-00297)

Dear Mr. Carlin:

This Letter of Assurance (“LOA”) outlines the commitments Netuno Telecom International Corporation (“Netuno”), for itself and its subsidiaries, to the DoJ to address national security, law enforcement, and public safety concerns raised by the DoJ in connection with the above referenced application to the Federal Communications Commission (“FCC”).

As of the date of this LOA, Free Telecom S.A., a Panamanian company owns 60% of Netuno. Mr. Alonzo Jose Alvarez-Malave, a Venezuelan Citizen, maintains a 50% equity ownership of Free Telecom, S.A. and Luis Manuel Garcia-Sanchez, a Spanish Citizen, maintains the other 50% equity ownership of Free Telecom, S.A.; Saris, Inc., a U.S. Delaware company owns the remaining 40% of Netuno. Saris, Inc., is owned by Newbridge Vencalbe Parnterns, LLC, a US company that maintains a 29.37% share; Aize Finance LTD, a British Virgin Islands Corporation that maintains a 28.22% share; and Hungry Minds Corporation, a Nevis Island Corporation that maintains a 25.54% share.

Assuming the license is granted, Netuno undertakes to comply with the following commitments to the DoJ:

1. Netuno agrees to provide DoJ an annual certification of foreign ownership to include the name, address, and percent of ownership of all foreign equity holders that hold 5% or more of Netuno equity.
2. Netuno will provide DoJ with a list of Principal Equipment List (PEL) owned or leased in the US on an annual basis to include equipment used for normal, contingency, and disaster recovery modes of operation. Principal Equipment includes, but is not limited to the following: network element servers, routers, switches, repeaters, submarine line terminal equipment, system supervisory equipment, signal modulators and amplifiers, multiplexers and de-multiplexers. This list will include vendor and model number, as well as necessary non-embedded software to properly operate, monitor, and provision this equipment. In addition, the list will include the identity of any third party vendors, contractors, and subcontractors for the Principal Equipment, including outsourced functions that would otherwise be performed by personnel of Netuno, to install, operate, manage, and/or maintain Principal Equipment owned/leased in the US.

3. Netuno agrees to make Network Management Information for PEL, and any security product lists (e.g., Intrusion Detection Systems (IDSs), Intrusion Prevention Systems (IPs), network security, and end-point security products) for Operations Support Systems (“OSS”) and network management systems (“NIS”) available to DoJ upon request. For purposes of this LOA, “Network Management Information means: (a) network management operations plans, processes and procedures, to include any information security plans; and (b) descriptions of the placement of Network Operation Centers (NOCs) and data centers.
4. Upon request by DoJ, Netuno shall promptly provide information regarding its telecommunications and network architectures of, and associated interconnection points to, the US Domestic Communications Infrastructure (“DCI”), including system architecture descriptions of the network management systems and NOCs for managing the DCI and controlled interfaces to NOCs, rather leased or owned by Netuno. For the purposes of this LOA, DCI means (a) transmission, switching, bridging, and routing equipment (including software and upgrades) used by or on behalf of Netuno to provide, process, direct, control, supervise or manage Domestic Communications; (b) facilities and equipment used by or on behalf of Netuno that are physically located in the US; or (c) facilities used by or on behalf of Netuno to control equipment described in (a) and (b) above.
5. Netuno agrees to take all practicable measures to prevent unauthorized access to, and to protect the physical security of equipment located in the US-DCI. Netuno agrees to make their security policies and procedures for protecting the US-DCI available promptly to DoJ upon request and to negotiate in good faith to address any recommendations and national security or law enforcement concerns by DoJ with respect to these policies and procedures.
6. Netuno agrees to provide and maintain up-to-date addresses of all data centers, NOCs, and Points of Presence (PoP) in the US within 60 days of signing this LOA.
7. Netuno agrees to store originating US customer data, including Call Detail Records (CDRs), call associated data, and billing records in the US, as well as promptly make these records available for US law enforcement, if requested.
8. Netuno maintains a Communications Assistance for Law Enforcement Act (“CALEA”) solution based upon the PortaSwitch located in Panama, including Session Border Controllers (“SBC”), and Media Gateways (“MG”) located in Miami. Netuno agrees to notify DoJ promptly of any changes to its CALEA, SBC, and MG platforms, as well as promptly provide DoJ network architecture diagrams of voice/data flows if requested.
9. Netuno agrees to implement a screening process to ensure that all personnel whose positions involve unescorted access to the DCI meet certain screening requirements, including a process to ensure that any personnel of third party vendors, contractors or subcontractors with unescorted access to the DCI also meet such requirements. No individual shall be granted unescorted access to the DCI prior to completion of the screening process. The personnel screening process shall include, at a minimum, a background and financial investigation and public criminal records check. Netuno will maintain records relating to the status of screened



personnel, and will provide these records, upon request and consistent with applicable law to DoJ upon request.

10. Netuno agrees to identify a US citizen, subject to DoJ non-objection, located in the US to serve as the Security Officer for this LOA, and be responsible was receiving and handling US law enforcement requests.

11. Netuno agrees to have its compliance to this LOA subject to annual 3<sup>rd</sup> party auditor approved by DoJ.

12. Netuno agrees that upon at least five (5) days notice, the DoJ may visit any and all Netuno facilities in the US, including data centers, NOCs, PoPs, switching/routing facilities, and administrative offices to conduct on-site reviews concerning the implementation of the terms of this letter and shall be allowed unimpeded access to information concerning, technical, physical, management, or other security measures needed by DoJ to verify compliance with the terms of this letter. Upon reasonable notice, Netuno will make available for interview any officers or employees of Netuno or any third party vendors, contractors, or subcontractors.

13. Promptly upon the receipt by Netuno of information that reasonably indicates a breach of this LOA or access to, or disclosure of Domestic Communications or the conduct of Electronic Surveillance violation of federal, state or local law or regulation, such breach or violation shall be report to the Security Officer, who in turn shall notify DoJ of the breach or violation. The Security Officer's report shall be in writing to submitted to DoJ no later than 10 calendar days after the Security Officer receives such information.

14. If after the date of this letter, DoJ finds that the terms of this LOA are inadequate to address national security, law enforcement, or public safety concerns, then Netuno will negotiate in good faith to modify this letter to address those concerns.

15. Netuno 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 under Titles II and III of the Communications Act of 1934, as amended.

16. Nothing in this letter is intended to excuse Netuno for any obligation it may have to comply with US legal requirements for the retention, preservation, or production of information, records or data, or from any applicable requirements of CALEA, 47 U.S.C. 1001 et seq., nor shall it constitute a waiver of: (a) any obligation imposed by any US federal, state, or local laws on Netuno; (b) any enforcement authority available under any US or state laws; (c) the sovereign immunity of the United States; or (d) any authority of the US government may possess over activities of Netuno located within or outside the United States.

17. This LOA shall inure to the benefit of, and shall be binding upon, Netuno and its respective successors and assigns. Netuno acknowledges and agrees that the obligations in the

LOA apply not only to the signatories hereto, but also to any current or future subsidiary or affiliate of Netuno that provides Domestic Communications.

18. All correspondence to DoJ under this LOA will be directed to the address provided on the first page of this letter. In addition, a courtesy electronic copy of all notices and communications will be forwarded to [ttelecom@usdoj.gov](mailto:ttelecom@usdoj.gov).

19. Netuno understands that, upon execution of this letter by authorized representatives of Netuno, DoJ shall notify the FCC that they have no objection to the FCC's grant of the above-referenced application.

Sincerely,

Netuno Telecom International Corporation

By:

  
Alonzo Jose Alvarez-Malave