

other U.S. government agencies with expertise in those areas. *See In the Matter of Comsat Corporation d/b/a Comsat Mobile Communications, etc.*, 16 FCC Rcd. 21,661, 21707 ¶ 94 (2001).

After discussions with representatives of FZC in connection with the above-referenced proceeding, DOJ has concluded that the additional commitments set forth in the LOA will help ensure that the Executive Branch agencies with responsibility for enforcing the law, protecting the national security, and preserving public safety, can proceed appropriately to satisfy those responsibilities. Accordingly, the USG Agencies advise the Commission that they have no objection to the Commission granting the application in the above-referenced proceeding, provided that the Commission conditions its consent on compliance by FZC with the LOA.

Respectfully submitted,

/S/ Richard C. Sofield
Richard C. Sofield
U.S. Department of Justice
Director - Foreign Investment Review Staff
National Security Division
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600 E Street, NW, Rm 10000
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August 18, 2014

8/13/14

John Carlin
Assistant Attorney General
National Security Division
U.S. Department of Justice
950 Pennsylvania Avenue, NW
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Re:Talk.toFZC's application for authority to provide resale service pursuant to Section 214 of the Communications Act of 1934, as amended, and in accordance with the Federal Communications Commission's rules, 47 C.F.R. § 63.18(e)(2)(FCC # ITC-214-20140128-00033)

Dear Mr. Carlin,

This letter of agreement (Agreement/LOA) outlines commitments being made by Talk.toFZC to the U.S. Department of Justice (DOJ), including the National Security Division (NSD) and the Federal Bureau of Investigation (FBI), in order to address national security concerns raised in connection with the company's application to the Federal Communications Commission (FCC) for authority to operate as a global resale carrier providing telecommunication services between the United States and permissible international points pursuant to Section 63.18 (e)(2) of the Commission's Rules, 47 C.F.R 63.18(e)(2).

Talk.toFZC is 99% owned indirectly by a citizen of India. It intends to offer interconnected voice over Internet Protocol (VoIP)-based services (i.e., mobile apps, calling cards service, conference calling, etc.) to residential customers.

Talk.toFZC hereby agrees to the following terms:

Law Enforcement Requests. Talk.toFZC agrees to designate 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 of U.S. Records by U.S. Federal, state, and local law enforcement agencies ("Lawful U.S. Process"). Talk.toFZC will give notice of its POC to DOJ for approval within 14 days of the date that Talk.toFZC receives from the FCC the telecommunications certification at issue herein. In addition, Talk.toFZC will give DOJ at least 30 days' prior notice of any change to its POC, and to provide DOJ with such information about the designated individual as DOJ requests; such nominated POC shall be subject to DOJ objection at any time, upon which objection, Talk.toFZC must promptly remove and replace the POC. In addition, Talk.toFZC will give DOJ at least thirty (30) days prior notice of any change to its POC, and Talk.to FZC's newly appointed POC shall be subject to DOJ objection at any time. Talk.toFZC also agrees that the

designated POC will have unfettered access to all U.S. Records¹, and also equipment if necessary, 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.

General. Talk.toFZC 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, the 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 Talk.toFZC or any successors-in-interest. Nothing herein shall be construed to be a waiver by Talk.toFZC of, or limitation on, its right to oppose or comment on any such request.

Further, nothing in this Agreement is intended to excuse Talk.toFZC from its obligations to comply with any and all applicable legal requirements and obligations, including any and all applicable statutes, regulations, requirements, or orders.

Talk.toFZC understands that, upon execution of this Agreement by an authorized representative or attorney for Talk.toFZC, or shortly thereafter, DOJ shall notify the FCC that it has no objection to the FCC's initial grant of Talk.toFZC's above-described application provided that this Agreement is placed as a condition on the FCC's authorization.

Sincerely,



Brijesh Joshi
Director
Talk.to FZC

¹ "U.S. Records," as used herein, means Talk.toFZC's 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 Talk.toFZC in the U.S. 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.