



*Corporation d/b/a Comsat Mobile Communications, etc.*, 16 FCC Rcd. 21,661, 21707 ¶ 94 (2001).

After discussions with representatives of USV in connection with the above-referenced proceeding, the Agencies have concluded that the additional commitments set forth in the LOA will help ensure that the Agencies with responsibility for enforcing the law, protecting the national security, and preserving public safety, can proceed appropriately to satisfy those responsibilities. Accordingly, the 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 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  
Bicentennial Building  
600 E Street, NW, Rm 10000  
Washington, D.C. 20004

January 13, 2015

# US VOICECOM

WE THINK GLOBAL

December 23.12.2014

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

Unit Chief, Science and Technology Policy and Law Unit  
Federal Bureau of Investigation  
935 Pennsylvania Ave., NW  
Room 7350  
Washington, DC 20535

**Re: Pending application by US Voicecom LLC for authority to provide facilities-based and 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)(1), (e)(2) (FCC ITC-214-20140310-00048).**

Dear Mr. Carlin,

This letter of agreement ("Agreement") outlines the commitments being made by US Voicecom LLC ("USV") 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, law enforcement, and public safety concerns raised with regard to the company's application to the Federal Communications Commission ("FCC") seeking FCC consent to provide facilities-based and resale service pursuant to Section 214 of the Communications Act of 1934, as amended, and in accordance with sections 63.18(e)(1) and (e)(2) of the Commission's rules, 47 C.F.R. § 63.18(e)(1), (e)(2).

USV is a Wyoming corporation wholly-owned by a Vietnamese national residing in Vietnam. USV's headquarters are located at 1740 H Dell Range Blvd #281, Cheyenne, Wyoming 82009. USV currently is a carrier wholesale reseller. It buys and sells bulk capacity/traffic from international carriers at discounted rates and resells the capacity/traffic for termination to other carriers. USV plans to become a wholesale reseller and traffic aggregator in the United States, providing telecommunications services between U.S. carriers and authorized international points.

USV hereby agrees to the following terms:

USV agrees to maintain in the U.S. at all times U.S. Records<sup>1</sup> and/or copies of U.S. Records and make U.S. Records available to law enforcement agencies upon lawful request. USV agrees to ensure that U.S. Records are not made subject to mandatory destruction under any foreign laws.

USV agrees that it will not directly or indirectly disclose or permit disclosure of or access to U.S. Records or Domestic Communications<sup>2</sup> or 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 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<sup>3</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 USV 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 USV 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.

USV further agrees that it will not outsource or off shore any services, including but not limited to:

- Network operation center(s) ("NOC");
- Network maintenance services;
- Customer service;
- Any operation/service that could potentially expose U.S. domestic telecommunications infrastructure, U.S. customer data and records, call detail records ("CDRs"), customer proprietary network information ("CPNI"); and/or
- The deployment of any network elements, hardware, software, core network equipment, and network management capabilities that are owned, managed, manufactured or controlled by a foreign government or non-public entities.

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<sup>1</sup> "U.S. Records," as used herein, means USV 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 USV 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.

<sup>2</sup> "Domestic Communications," as used herein, 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 in 18 U.S.C. § 2510(12). "Wire Communication" has the meaning given in 18 U.S.C. § 2510(1).

<sup>3</sup> The term "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 U.S.

Since the applicant is seeking authority to become a facilities-based operator, upon providing any such facilities-based services, including but not limited to interconnected VoIP services and data to residential users, businesses, and enterprises in the United States, USV agrees that it will:

1. Inform the FBI at least sixty (60) days in advance of providing such services at:

Unit Chief, Science and Technology Policy and Law Unit  
Federal Bureau of Investigation  
935 Pennsylvania Ave, NW  
Room 7350  
Washington, DC 20535

Courtesy electronic copies should also be sent to Jonathan Frenkel of the FBI (at [jonathan.frenkel@ic.fbi.gov](mailto:jonathan.frenkel@ic.fbi.gov))

2. Comply with all applicable lawful interception statutes, regulations, and requirements, including the Communications Assistance for Law Enforcement Act ("CALEA"), 47 U.S.C. §§ 1001-1010, and its implementing regulations, and will comply with all court orders and other legal process for lawfully authorized electronic surveillance. Upon completion of the implementation of lawful interception capabilities, USV will request that the FBI send its CALEA Implementation Unit to conduct a CALEA-compliance test.<sup>4</sup> Once a compliance test is scheduled USV will advise the FBI of the scheduled date. USV will continue to maintain such lawful interception capabilities for the duration of the time it provides the aforementioned services.
3. Designate a U.S. Law Enforcement Point of Contact (POC) resident 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"). USV will give notice of its POC to DOJ at least sixty (60) days in advance of providing any such facilities-based services. The POC shall be subject to DOJ objection at any time, upon which objection USV must promptly remove and replace the POC. In addition, USV will give DOJ at least thirty (30) days prior notice of any change to its POC, and USV's newly designated POC shall be subject to DOJ objection at any time. USV also agrees 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 (5) business days after receiving such Lawful U.S. Process.
4. Provide annual reports to DOJ by January 31 of each calendar year regarding the company's compliance with this Agreement, to include:

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<sup>4</sup> USV understands that such a request can be made by contacting the general helpdesk for the CALEA Implementation Unit at (855) LECALEA (532-2532).

- Certifications that there were no material changes (e.g., corporate address, corporate structure changes of importance to this Agreement, corporate name, service portfolio changes, changes to CALEA compliance or lawful surveillance capabilities, etc.);
- Statement(s) regarding CALEA compliance;
- Notice(s) regarding the company's handling of U.S. Records, Domestic Communications, and U.S. Lawful Process (i.e., whether handled properly and in accordance with the assurances contained herein), including the occurrence and status of all lawful surveillance request cases for call content and call data, including but not limited to the date on which the request was made of USV, the date of compliance with that request and/or the status of completion of that request;
- Notification(s) of any changes in the services that USV provides, or confirmation that no additional services are being offered;
- Notification(s) of any relationships with foreign-owned telecommunications partners, including any peering relationships;
- Notification(s) of the installation and/or purchase or lease of any foreign-manufactured telecommunication equipment (including, but not limited to, switches, routers, software, hardware);
- Report(s) of any occurrences of cyber-security incidences, network and enterprise breaches, and unauthorized access to customer data and information;
- A re-identification of the name of and contact information for the current POC;
- The location(s) of the U.S. Records storage facility; and
- Notifications regarding any other matters of relevance to this Agreement.

These annual reports shall be sent by electronic mail, as well as first-class or certified mail, 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: [ttelecom@usdoj.gov](mailto:ttelecom@usdoj.gov)

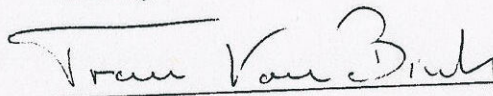
Courtesy electronic copies of this annual report, as well as all notices and communications, shall additionally be sent to the following, or to those individuals identified to USV by DOJ in the future: Joanne Ongman (at [joanne.ongman@usdoj.gov](mailto:joanne.ongman@usdoj.gov)); Richard Sofield (richard.sofield2@usdoj.gov); and Jonathan Frenkel (at [jonathan.frenkel@ic.fbi.gov](mailto:jonathan.frenkel@ic.fbi.gov)).

USV agrees that in the event that any of its 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 granted by the FCC to USV or any successors-in-interest. Nothing herein shall be construed to be a waiver by USV of, or limitation on, its right to oppose or comment on any such request.

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

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

Sincerely,

A handwritten signature in cursive script, reading "Tran Van Binh", is written over a horizontal line.

US Voicecom LLC