



August 26 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

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 VoxVision, Inc. 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) (ITC-214-20140306-00062).

Dear Mr. Carlin,

This letter of agreement ("Agreement") outlines the commitments made by VoxVision, Inc. ("Vox") 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" or "Commission") seeking FCC authority to provide facilities-based and resale service pursuant to Section 214 of the Communications Act of 1934, as amended, and in accordance with section 63.18(e)(1) and (e)(2) of the Commission's rules, 47 C.F.R. § 63.18(e)(1), (e)(2).

Vox, a Florida corporation, is owned by two Brazilian nationals. Vox's headquarters are located at 8750 NW 36 Street, Suite 650, Doral, Florida 33178. Vox has been operational since 2013 as an international wholesale reseller of voice over Internet Protocol (VoIP) services. In particular, Vox currently is a wholesale seller of VoIP traffic for termination in Brazil to Voxvision Tecnologia em Internet Ltda (Vox Tec.). Vox Tec. is 100% owned by one of the Brazilian nationals that owns Vox. Vox plans to provide resale telecommunications services between the U.S. and all authorized international points based on its future growth.

A handwritten signature in black ink, consisting of a stylized, cursive letter 'Q' followed by a few dots.

Vox agrees to the following terms:

In connection with the above-described FCC authority and the provision of the above-described services, Vox agrees that it is covered by and will 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. Vox will provide a report on the status of its implementation of lawful interception capabilities, including the status of its compliance with CALEA, within sixty (60) days after the grant of FCC authority to provide facilities-based and resale service, and every thirty (30) days thereafter up until such time as Vox has fully implemented lawful interception capabilities. Upon completion of the implementation of lawful interception capabilities, Vox will request that the FBI send its CALEA Implementation Unit to conduct a CALEA-compliance test.¹ Once a compliance test is scheduled Vox will advise the FBI of the scheduled date. Vox will continue to maintain such lawful interception capabilities for the duration of the above-described FCC authority. Vox will continue to maintain such lawful interception capabilities for the duration of the above-described FCC authority.

Vox agrees that it will not directly or indirectly disclose or permit disclosure of or access to U.S. Records² or Domestic Communications³ 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. government⁴ 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 legal process or request submitted by a non-U.S. government to Vox 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 Vox 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.

Vox agrees to ensure that U.S. Records or copies of U.S. Records will be maintained in the U.S. at all times and will be made available to law enforcement agencies upon lawful request. Vox also agrees to ensure that U.S. Records are not made subject to mandatory destruction under any foreign laws.

¹ Vox understands that such a request can be made by contacting the general helpdesk for the CALEA Implementation Unit at (855) LECALFA (532-2532).

² “U.S. Records,” as used herein, means Vox’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 Vox 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.

³ “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).

⁴ 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.



Vox further 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”). Vox will give written notice of its POC to DOJ within fourteen (14) days of receipt of the FCC telecommunications certification at issue herein. The POC shall be subject to DOJ objection at any time, upon which objection, Vox must promptly remove and replace the POC. In addition, Vox will give NSD and the FBI at least thirty (30) days prior notice of any change to its POC, and Vox’s newly designated POC shall be subject to DOJ objection at any time. Vox 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 business days after receiving such Lawful U.S. Process.

Vox further agrees that it will not outsource or off shore any services, including but not limited to services in relation 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.

Vox shall provide annual reports to DOJ by January 31 of each calendar year, beginning January 31, 2015, certifying that it is in compliance with this Agreement, to include:

- Certifications that there were no material changes (e.g., corporate address, corporate structure, service portfolio changes, name changes, changes to CALEA compliance or lawful surveillance capabilities);
- 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);
- Notification(s) of any changes in the services that Vox provides, or confirmation that no additional services are being offered;
- Notification(s) of any relationships with foreign-owned telecommunications partners, including any peer 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; and
- Notifications regarding any other matters of interest to this Agreement.

These annual reports will be due on January 31 of each calendar year, beginning January 31, 2015, 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: ttelecom@usdoj.gov


Courtesy electronic copies of all notices and communications also will be sent to the following, or to those individuals identified to Vox by DOJ in the future: Joanne Ongman of DOJ (at Joanne.Ongman@usdoj.gov); Richard Sofield of the DOJ (richard.sofield2@usdoj.gov); and Jonathan Frenkel of the FBI (at jonathan.frenkel@ic.fbi.gov).

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


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

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

Sincerely,



Jesse G Cavalcante
 VoxVision, Inc.

APPROVED AS TO FORM: LEGAL DEPARTMENT BY:  NAME: JESSE G. CAVALCANTE DATE: 08/26/2014 <input checked="" type="checkbox"/> APPROVED FOR SIGNATURE
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