

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matter of)
)
TX Voice Wholesale, Inc.)
Application for Global and Limited) **ITC-214-20160715-00188**
Global Facilities-based Authority and Global)
And Limited Global Resale Authority)
Pursuant to Section 214 of the)
Communications Act of 1934, as amended)

**PETITION TO ADOPT CONDITIONS TO
AUTHORIZATIONS AND LICENSES**

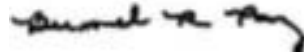
The U.S. Department of Justice (“USDOJ”), to include its components, the National Security Division (“NSD”) and the Federal Bureau of Investigation (“FBI”), submits this Petition to Adopt Conditions to Authorizations and Licenses (“Petition”), pursuant to Section 1.41 of the Federal Communications Commission (“Commission”) rules.¹ Through this Petition, the USDOJ advises the Commission that it has no objection to the Commission approving the authority sought in the above-referenced proceeding, provided that the Commission conditions its approval on the assurance of TX Voice Wholesale, Inc. (“TX Voice”) to abide by the commitments and undertakings set forth in the August 11, 2017 Letter of Agreement (“LOA”), a copy of which is attached hereto.

The Commission has long recognized that law enforcement, national security, and public safety concerns are part of its public interest analysis, and has accorded deference to the views of 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).

¹ 47 C.F.R. § 1.41.

After discussions with representatives of TX Voice in connection with the above-referenced proceeding, the USDOJ, NSD and FBI have concluded that the additional commitments set forth in the LOA will help ensure that the FBI, which has the responsibility of enforcing the law, protecting the national security, and preserving public safety, can proceed appropriately to satisfy those responsibilities. Accordingly, the USDOJ advises the Commission that it has 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,



Bermel R. Paz
U.S. Department of Justice
National Security Division
Foreign Investment Review Staff
Bicentennial Building
600 E Street NW, Suite 10007
Washington, D.C. 20530

August 17, 2017



TX Voice Wholesale Inc.
616 Corporate Way, Suite 2-5321 Valley Cottage, NY 10989
(+1) 845-277-0580
www.txvoicewholesale.com

Date August 11th 2017

Assistant Attorney General for National Security
United States Department of Justice
National Security Division
950 Pennsylvania Avenue NW,
Washington, DC 20530

Subject: FCC # ITC-214-20160715-00188
Application by TX Voice Wholesale, Inc. for authority pursuant to Section 214 of
the Communications Act of 1934, as amended.

Sir/Madam:

This Letter of Agreement (“LOA” or “Agreement”) outlines the commitments being made by TX Voice Wholesale, Inc. (“TX Voice”) to the U.S. Department of Justice (“USDOJ”), including the National Security Division (“NSD”), in order to address national security, law enforcement, and public safety concerns raised with regard to TX Voice’s application to the Federal Communications Commission (“FCC” or “Commission”) for authority to provide global or limited global facilities-based services and global or limited global resale services between the U.S. and all authorized international points pursuant to Section 214 of the Communications Act of 1934, as amended (“Section 214”), Title 47, Code of Federal Regulations, Section 63.18(e)(1) and (2).

TX Voice confirms that it 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 et seq., and its implementing regulations, as well as comply with all court orders and other legal process for lawfully authorized electronic surveillance.

TX Voice agrees to notify USDOJ, at least 30 days in advance, on any change to its current services portfolio, including providing end-user telecom services to residential and mobile customers in the United States.

TX Voice agrees that it will not, directly or indirectly, disclose or permit disclosure of or access to U.S. records¹ or domestic communications² or any information (including call content and call data) pertaining to a wiretap order, pen/trap and trace order, subpoena, or any other lawful demand 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. government³ without first satisfying all pertinent requirements of U.S. law and obtaining the express written consent of USDOJ, 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 TX Voice shall be referred to USDOJ/NSD 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 TX Voice, unless disclosure of the request or legal process would be in violation of U.S. law or an order of a court of the United States.

TX Voice also agrees to ensure that U.S. records are not made subject to mandatory destruction under any foreign laws. The location of the U.S. records' storage facility will be provided to USDOJ/NSD at least 30 days in advance of the time in which TX Voice anticipates generating U.S. records.

TX Voice further agrees to designate and maintain a U.S. law enforcement point of contact ("LEPOC") in the U.S., preferably a U.S. citizen residing in the U.S., 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"). This LEPOC and his/her contact information will be provided to NSD and FBI within 15 days from the date TX Voice receives the FCC's authority. TX Voice also agrees to provide NSD/FBI at least 30 days prior written notice of any change in its POC, with all such changes subject to the approval of NSD and FBI. In addition, TX Voice will give NSD/FBI at least 30 days prior written notice of any change to its LEPOC, and TX Voice's nominated replacement shall be subject to NSD/FBI review and approval. TX Voice also agrees that the designated LEPOC 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.

TX Voice agrees to USDOJ/NSD requests for site visits and to approve all requests to conduct on-site interviews of TX Voice employees.

¹ "U.S. Records," as used herein, means TX Voice 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 TX Voice 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.

² "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).

³ 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.

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TX Voice further agrees that it will report all material outsourced or off-shore service providers, including but not limited to services provided in relation to:

- Network operation center(s) (“NOC”);
- Network maintenance services;
- Customer support services;
- Any operation/service that could potentially expose U.S. domestic telecommunications infrastructure, U.S. customer data and records, call detail records (“CDRs”), or customer *proprietary network information* (“CPNI”); and
- 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.

TX Voice agrees to provide USDOJ and NSD with notices of change (e.g., corporate structure changes of relevance or importance to this LOA, ownership changes, and corporate name changes, etc.) within 30 days of such change.

Finally, TX Voice agrees to provide an annual report to USDOJ and NSD regarding the company’s compliance with this Agreement, to include:

- Certifications that there were no material changes (where no changes were reported to USDOJ during the preceding year);
- Certification that TX Voice has been in 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 list of individuals with access to US call detail records (CDRs);
- Recertification of any changes in the services that TX Voice provides (as described in paragraph 3, page 1 of this LOA), or confirmation that no additional services are being offered;
- Notification(s) of any relationships with foreign-owned telecommunications partners, including any peer relationships;
- Updated list of TX Voice’s principal network equipment, vendors and suppliers;
- Updated Network and Systems Security Plans and Procedures;
- 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 of the LEPOC; and
- Notifications regarding any other matter of interest to this LOA.

Annual report will be due every 31st day of January of each calendar year, beginning on January 31, 2018, and will be addressed to:

Assistant Attorney General for National Security
U.S. Department of Justice
National Security Division
950 Pennsylvania Avenue, N.W.
Washington, DC 20530

Attention: FIRS/Team Telecom Staff

Courtesy electronic copies of all notices and communications will also be sent to the following or individuals identified in the future to TX Voice by USDOJ: Bermel Paz, USDOJ (at Bermel.Paz@usdoj.gov); and Richard Sofield, USDOJ (richard.sofield2@usdoj.gov).

TX Voice agrees that in the event that the commitments set forth in this letter are breached, USDOJ/NSD may request the FCC to modify, condition, revoke, cancel, or render null and void any relevant license, permit, or other authorization granted by the FCC to TX Voice or its successors-in-interest, in addition to any other remedy available at law or equity. Nothing herein shall be construed to be a waiver by TX Voice of, or limitation on, its right to oppose or comment on any such request.

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

TX Voice understands that, upon execution of this LOA by an authorized representative or attorney, or shortly thereafter, USDOJ shall notify the FCC that it has no objection to the FCC's consent to TX Voice's application.

Sincerely,

Cristian Costache

