

**LEXITEL WORLDWIDE
TELESYNC SOLUTIONS CORPORATION**

**PO BOX 506073
SAIPAN, MP
96950**

TEL: (670) 234-6030

November 20, 2017

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

Re: Pending Application for Section 214 License
Applicant: Lexitel Worldwide Telesync Solutions Corporation
FCC #: ITC-214-20161109-00292

Dear Sir/Madam:

This Letter of Agreement (“LOA” or “Agreement”) sets forth the commitments being made by Lexitel Worldwide Telesync Solutions Corporation (“Lexitel”) to the U.S. Department of Justice (“DOJ”) to address national security, law enforcement, and public safety concerns regarding Lexitel that came to the attention of DOJ when Lexitel made an application to the Federal Communications Commission (“FCC” or “Commission”). In that application Lexitel requested authority to provide global or limited global facilities-based services and global or limited global resale services between the United States and all authorized international points pursuant to Section 214 of the Communications Act of 1934, as amended (“Section 214”), and the implementing regulations at 47 C.F.R. § 63.18(e)(1) and (2).

Lexitel adopts as true and correct all statements it has made to DOJ and the FCC in the course of the review of the above-referenced application, and it hereby adopts those statements as the basis for this LOA.

1. For purposes of this LOA, the following definitions apply:
 - 1.1 “Lexitel” means Lexitel Worldwide Telesync Solutions Corporation or its successors in interest.

1.2 “Access” or “Accessible” means the ability to physically or logically undertake any of the following actions: (a) to read, divert, or otherwise obtain non-public information or technology from or about software, hardware, a database or other system, or a network; (b) to read, edit, or otherwise obtain non-public information regarding Lexitel’s personnel, contractors, service partners, subscribers, or users; (c) to add, edit, delete, or alter information or technology stored on by software, hardware, a system or network; and (d) to alter the physical or logical state of software, hardware, a system or a network.

1.3 “Classified Information” shall have the meaning indicated by Executive Order 13526 and the Atomic Energy Act of 1954, or any subsequent Executive Order or statute regarding the same.

1.4 “Date of this LOA” shall mean the date on which the Letter of Agreement is finalized by Lexitel and DOJ.

1.5 “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.

1.6 “Domestic Communications Infrastructure” means any systems, equipment, hardware, software or applications that capture or control, or transmit the flow of domestic communications on behalf of Lexitel, including information technology supporting such networks.

1.7 “Electronic communication” has the meaning given it in 18 U.S.C. § 2510(12).

1.8 “Electronic surveillance” means: (a) the interception of wire, oral, or electronic communications as defined in 18 U.S.C. §§ 2510(1), (2), (4) and (12), respectively, and electronic surveillance as defined in 50 U.S.C. § 1801(f); (b) Access to stored wire or electronic communications, as referred to in 18 U.S.C. § 2701 *et seq.*; (c) acquisition of dialing, routing, addressing, or signaling information through pen register or trap and trace devices or other devices or features capable of acquiring such information pursuant to law as defined in 18 U.S.C. § 3121 *et seq.* and 50 U.S.C. § 1841 *et seq.*; (d) acquisition of location-related information concerning a subscriber or facility; (e) preservation of any of the above information pursuant to 18 U.S.C. § 2703(f); and (f) access to or acquisition, interception, or preservation of, wire, oral, or electronic communications or information as described in (a) through (e) above and comparable state laws.

1.9 “Foreign” means non-United States.

1.10 “Geolocation data” means any information collected by Lexitel from its customers regarding a customer’s or the customer’s device’s location.

1.11 “Government” means any government, or governmental, administrative, or regulatory entity, authority, commission, board, agency, instrumentality, bureau or political subdivision, and any court, tribunal, judicial or arbitral body.

1.12 “Internet protocol detail record” (“IDPR”) means a streaming data protocol used by operations support systems and business support systems to collect and record a user’s data traffic statistics on a network.

1.13 “Internet search information” includes any data collected by Lexitel about its customer’s internet browsing or purchasing activities through any mechanism permitted by the services offered by Lexitel.

1.14 “Lawful U.S. process” means U.S. federal, state, or local court orders, subpoenas, warrants, processes, directives, certificates or authorizations, and other orders, legal process, statutory authorizations and certifications for electronic surveillance, physical search and seizure, production of tangible things or access to or disclosure of domestic communications, and call-associated data, transactional data, or subscriber information, or associated records.

1.15 “Managed network service provider” means any third party using an end-to-end or managed services platform that has the ability to access or control domestic communications to or from Lexitel’s customers or users.

1.16 “Network elements” means a facility, equipment, software, hardware or applications, used in the provision of telecommunications services, including features, functions and capabilities that are provided by means of such facility or equipment, including subscriber numbers, databases, signaling systems, and information sufficient for billing, receiving and/or aggregating customer data, and collection or used in the transmission, routing, or other provision of telecommunications services.

1.17 “Network management capabilities” means software or applications used to manage or monitor network operations.

1.18 “Network Operations Center” means any locations and facilities performing network management, monitoring, accumulation of accounting and usage data, maintenance, user support, or other operational functions for Domestic Communications.

1.19 “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 United States.

1.20 “Offshoring” means performing obligations of this agreement through the use of entities and personnel outside of the territorial limits of the United States, whether those entities or personnel are employees of Lexitel, its subsidiaries, or third parties.

1.21 “Outsource” or “outsourcing” means, with respect to Domestic Communications, supporting the services and operational needs of Lexitel at issue in this LOA through the use of contractors or third parties.

1.22 “Principal Equipment” means any equipment, hardware, software, or applications capable of controlling domestic communications, as well as device controllers, signal routing and transfer routers, devices that perform network or element management, fiber optic line termination and multiplexing, core and edge routing, network protection, radio network control, mobility management, or lawful intercept functions, and non-embedded software necessary for the proper monitoring, administration and provisioning of any such equipment. This definition may be modified from time to time by DOJ as may be necessary due to changes in technology, business model, management, structure of services offered, or governance of the domestic communications.

1.23 “U.S. Records” means Lexitel customer billing records, subscriber information, text, internet browsing or purchasing information, geolocation information, customer proprietary network information, and any other related information used, processed, or maintained in the ordinary course of business relating to the services offered by Lexitel in the United States, including information subject to disclosure to a U.S. federal or state governmental entity under the procedures specified in 18 U.S.C. § 2703(c) and (d) and 18 U.S.C. § 2709.

1.24 “Wire Communication” has the meaning given in 18 U.S.C. § 2510(1).

2. Lexitel agrees 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, and all court orders and other legal process for lawfully authorized electronic surveillance and other U.S. lawful process.

3. Lexitel agrees to notify DOJ, at least 30 days in advance, of any change to its current services portfolio using the means of communication set forth in paragraph 12 of the LOA.

4. Lexitel agrees to draft a Network and Systems Security Plan, which it will forward to DOJ within 60 days of this LOA, and which must be reviewed and approved by DOJ and the FBI, and shall address but not be limited to information security, remote access, physical security, cyber-security, third party contractors, outsourcing and offshoring, system logs, protection of lawful U.S. process and protection of U.S. customer information obtained by Lexitel through the provision of services.

5. Lexitel agrees that it will not, directly or indirectly, disclose or permit disclosure of, or access to U.S. Records or Domestic Communications or any information (including call content and call data) pertaining to a wiretap order, pen/trap and trace order, subpoena, or any other lawful process by a U.S. law enforcement agency to any person, if the purpose of such disclosure or access is to respond to a legal or informal request made on behalf of a non-U.S. government entity, without first satisfying all pertinent requirements of U.S. law and obtaining the express written consent of DOJ, or obtaining a ruling authorizing the disclosure from a court of competent jurisdiction in the United States. Any legal or informal requests submitted by a non-U.S. government entity to Lexitel shall be referred to DOJ for prior approval as soon as possible, but no later than five business days after such the request is received by or made known to Lexitel, unless disclosure of the request or legal process would be in violation of U.S. law or an order of a court of competent jurisdiction of the United States.

6. Lexitel also agrees to ensure that U.S. Records are not made subject to mandatory destruction under any foreign laws. Lexitel agrees to store all U.S. Records at the Martha Store Building, 2nd Floor, Dama De Noche Street, Saipan, MP 96950. Lexitel will provide DOJ at least 30 days advance notice of any change in location of the U.S. Records' storage facility through the contact information in paragraph 12 of this LOA. Lexitel agrees to store all U.S. Records for a period of at least 3 years from the initial date of retention.

7. Lexitel agrees to nominate a law enforcement point of contact ("LEPOC") in the United States who will be subject to prior approval by the Federal Bureau of Investigation ("FBI"). The LEPOC shall be a U.S. citizen residing in the United States, unless DOJ agrees in writing otherwise, and the LEPOC must be approved by the FBI to receive lawful U.S. process for U.S. Records and to assist and support lawful requests for surveillance or production of U.S. Records by U.S. federal, state, and local law enforcement agencies. The LEPOC should be an individual who can receive a security clearance to receive classified information. This LEPOC and his/her contact information shall be provided by Lexitel to DOJ within five business days of the date of this LOA, and will not be deemed acceptable as the LEPOC for purposes of this LOA until the FBI agrees the individual is acceptable and DOJ notifies Lexitel of this fact. If the nominated LEPOC is acceptable to the FBI, Lexitel agrees to maintain that individual as the LEPOC unless Lexitel has given DOJ no less than 30 days prior to any change to its LEPOC. Lexitel's nominated replacement shall be subject to DOJ review and FBI approval. Lexitel 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. Notice regarding the LEPOC will be sent to the contacts set forth in paragraph 12 of this agreement.

8. Lexitel further agrees that it will provide advance notice to DOJ of all outsourced service providers located in whole or in part outside the United States, 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”) by any means; and
- Deployment of any network elements, principal network equipment, and network management capabilities, including but not limited to software or applications used to manage or monitor network operations, that are owned, managed, created, altered, supplied or controlled by a foreign entity, including a foreign government.

9. Lexitel agrees to provide DOJ with notice of any change to its business, including but not limited to changes in its corporate structure, ownership, business model, corporate name changes, corporate location changes, business operations locations changes, and products or services offered, within 30 days of such change.

10. Lexitel agrees to provide an annual report to DOJ regarding the company’s compliance with this LOA, including:

- A statement confirming that there were no changes if there were no changes were reported to DOJ during the preceding year, or a detailed statement describing all changes from the previous year required to be reported to DOJ;
- A statement regarding Lexitel’s CALEA compliance, and confirming its completion of any forms, filings or security plans required by the FCC regarding its LEPOC, and a statement about whether the information provided to the FCC is current as of the date of the annual report;
- A statement confirming that the company’s handling of U.S. Records, Domestic Communications, and U.S. lawful process was in accordance with the assurances contained herein, and a list of all individuals with access to U.S. call detail records;
- A statement explaining any changes in the services that Lexitel provides, or confirmation that no additional services are being offered;
- A statement explaining any relationships with foreign-owned telecommunications partners, including any peering relationships, contracts, or joint ventures;
- An updated list of Lexitel’s principal network equipment vendors and suppliers;
- An updated Network and Systems Security Plans and Procedures;
- A statement regarding the installation and/or purchase or lease of any foreign-manufactured telecommunication equipment (including, but not limited to, switches, routers, software, hardware); however, the statement need not include commercial off-the-shelf software;
- A statement providing details of any occurrences of cyber-security incidences, network and enterprise breaches, and unauthorized access to customer data and information, and Lexitel’s response;
- A statement confirming the name of, role and contact information of the LEPOC;

- A statement regarding any other matter referenced in this LOA; and,
- A detailed organization chart that includes the names and roles of all executive-level personnel.

11. The annual report will be due every 31st day of January of each calendar year, beginning on March 1, 2018. The annual report and all information required to be reported by Lexitel to DOJ by this LOA shall 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

12. Courtesy electronic copies of all notices and communications required herein shall also be sent to the following or individuals identified by DOJ: Bermel Paz, at Bermel.Paz@usdoj.gov; Principal Deputy Chief, National Security Division, Foreign Investment Review Staff, Richard Sofield, at Richard.Sofield2@usdoj.gov; Attorney-Advisor Elisabeth Poteat, at Elisabeth.Poteat@usdoj.gov; and to the DOJ mailbox FIRSTT@usdoj.gov.

13. Lexitel agrees that it will take all reasonable measures to accommodate DOJ requests for site visits and all requests to conduct on-site interviews of Lexitel employees.

14. This LOA shall inure to the benefit of, and shall be binding upon, Lexitel and its successors, assigns, subsidiaries, and affiliates, if any. Lexitel 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 the FCC to modify, condition, revoke, cancel, terminate or render null and void any relevant license, permit, or other authorization granted by the FCC to Lexitel or its successors-in-interest.

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

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

Sincerely,


Nick Ramon, VP