



tvf Cloud inc.

20 November 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-214-20161219-00353  
Application by TvF Cloud, Inc. for Authority pursuant to Section 214 of the  
Communications Act of 1934, as amended.

Sir/Madam:

This Letter of Agreement (“LOA” or “Agreement”) sets forth the commitments being made by TvF Cloud, Inc. (“TvF”) to the U.S. Department of Justice (“DOJ”) to address national security, law enforcement, and public safety concerns regarding TvF’s application to the Federal Communications Commission (“FCC” or “Commission”). TvF 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).

TvF adopts as true and correct any and all representations made by it to DOJ through the Team Telecom process, whether such representations were made directly by TvF or through counsel.

1. For purposes of this LOA, the following definitions apply:

1.1 “TvF” means TvF Cloud, Inc. 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 TvF’s personnel, contractors, service partners, subscribers, or users; (c) to add, edit, delete, or alter information or technology stored on or by software, hardware, a system or a network; and (d) to alter the physical or logical state of software, hardware, a system or a network.

Tvf Cloud inc.  
6965 Piazza Grande Ave,  
Suite 313  
Orlando 32835  
Florida



“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 TvF and DOJ via signature made by the last party to sign.

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 TvF, 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 TvF 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 TvF about its customer’s internet browsing or purchasing activities through any mechanism permitted by the services offered by TvF.

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 TvF’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 TvF, its subsidiaries, or third parties.

1.21 “Outsource” or “outsourcing” means, with respect to Domestic Communications, supporting the services and operational needs of TvF 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 TvF 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 TvF 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. TvF 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 Lawful U.S. Process. Further, TvF agrees that its services may not thwart any Lawful U.S. Process under CALEA made to telecommunications companies with which TvF has a peering, network, reselling or other relationship, through a process of data aggregation that prevents Lawful U.S. Process from being executable. TvF further affirms that its Chief Executive Officer, President, and Chief Operating Officer understand the services that are covered by CALEA.

3. TvF agrees to notify DOJ, at least 30 days in advance, of any change to its current services portfolio, any peering relationships or joint ventures with foreign companies providing data aggregation or reselling services using the means of communication set forth in paragraphs 14-15 of the LOA.

4. TvF agrees to draft a Network and Systems Security Plan (“NSSP”), which it will forward to DOJ within 75 days of this LOA, and which must be reviewed and approved by DOJ. This NSSP shall address but not be limited to information security, remote access security, physical security, cyber-security, third party contractors, vetting of employees and contractors at the time of employment and through a process of continued due diligence over time, outsourcing and offshoring, system logs, protection of Lawful U.S. Process including Internet Search Information and Geolocation Data; and protection of U.S. customer information obtained by TvF through the provision of services.



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5. TvF 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 TvF 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 TvF, 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. TvF also agrees to ensure that U.S. Records are not made subject to mandatory destruction under any foreign laws. TvF agrees to store all U.S. Records at Ragingwire Data Centre locations in Ashburn, Virginia & Sacramento, California. TvF 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 paragraphs 14-15 of this LOA.

7. TvF agrees that within 30 days of the date of this LOA TvF will nominate a law enforcement point of contact ("LEPOC") in the United States who will be subject to prior approval by DOJ, and:

- a. The LEPOC will be an employee of TvF or long term contractor of TvF, and will have the necessary experience and access to fulfill that role;
- b. 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 DOJ 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;
- c. Before nominating a LEPOC, TvF will consider that the LEPOC should be an individual who can receive a security clearance pursuant to the current Executive Order pertaining to Classified Information;
- d. This LEPOC's identifying information, his/her contact information, and a statement of facts supporting a conclusion that his/her experience and level of access is adequate, shall be provided by TvF to DOJ at the time TvF nominates the LEPOC;
- e. TvF agrees that the LEPOC will not be deemed acceptable to DOJ for purposes of this LOA until the DOJ agrees. If the nominated LEPOC is acceptable to the DOJ, TvF agrees to maintain that individual as the LEPOC;
- f. If TvF needs to change the LEPOC, TvF will give DOJ 30 days' advance notice prior to any proposed change to its LEPOC, or will notify DOJ of the need to change the LEPOC as soon as possible, and will explain why a period of less than 30 days' notice was given of the change in the LEPOC;
- g. TvF 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,

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in any event, no later than five business days, or the period required by the Lawful U.S. Process, whichever is longer, after receiving such Lawful U.S. Process; and,

h. Notices and information regarding the LEPOC will be sent to the contacts set forth in paragraphs 14 and 15 of this agreement.

8. TvF agrees that it will timely file all reports and pay all fees and fines required by local, state and federal laws in connection with its provision of telecommunications services and any authorizations or licenses for the same. TvF agrees to timely pay all monies owed to the FCC.

9. TvF will name a U.S. citizen to have access to U.S. records, including CPNI, CDR and billing records of U.S. citizens within 30 days of this agreement, and will provide identifying information on this individual to DOJ.

10. TvF will provide 15 days' advance notice to DOJ of any foreign personnel who may have access to TvF's call detail records ("CDRs"), or physical or logical access to TvF's network, and to supply information about that individual, including, but not limited to: full name, date of birth, place of birth, residence address, mobile telephone numbers used, passport number, country of passport issuance, and work location(s) of that individual. Access to CDRs by any foreign individual will be subject to approval by DOJ.

11. TvF agrees to provide a Principal Equipment list to DOJ within 30 days of this agreement.

12. TvF 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:

- a. Network operation center(s) ("NOC");
- b. Network maintenance services;
- c. Customer support services;
- d. Any operation/service that could potentially expose U.S. Domestic Communications Infrastructure, U.S. Records, Internet Search Information, CDRs, or Customer Proprietary Network Information ("CPNI") by any means; and,
- e. Deployment of any network elements, Principal 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.

13. TvF agrees to provide an annual report to DOJ regarding the company's compliance with this LOA, including:

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- a. A statement confirming that there were no changes if there were no changes reported to DOJ during the preceding year, or a detailed statement describing all changes required to be reported to DOJ from the previous year;
- b. A statement regarding TvF'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;
- c. 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;
- d. A statement explaining any changes in the services that TvF provides, or confirmation that no additional services are being offered;
- e. A statement explaining any relationships with foreign-owned telecommunications partners, including any peering relationships, contracts, or joint ventures;
- f. An updated list of TvF's Principal Equipment vendors and suppliers;
- g. Updated Network and Systems Security Plans and Procedures;
- h. A statement providing details of any occurrences of cyber-security incidences, network and enterprise breaches, and unauthorized Access to customer data and information, and TvF's response;
- i. A statement confirming the name of, role and contact information of the LEPOC;
- j. A statement regarding any other matter referenced in this LOA; and,
- k. A detailed organization chart that includes the names and roles of all executive-level personnel.

14. The annual report will be due every 1<sup>st</sup> day of December of each calendar year, beginning on December 1, 2018. The annual report and all information required to be reported by TvF 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

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15. 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](mailto:Bermel.Paz@usdoj.gov); Principal Deputy Chief, National Security Division, Foreign Investment Review Staff, Richard Sofield, at [Richard.Sofield2@usdoj.gov](mailto:Richard.Sofield2@usdoj.gov); Attorney-Advisor Elisabeth Poteat, at [Elisabeth.Poteat@usdoj.gov](mailto:Elisabeth.Poteat@usdoj.gov); and to the DOJ mailbox [FIRSTT@usdoj.gov](mailto:FIRSTT@usdoj.gov).

Executed:

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Paul B. Harrison, President  
TvF Cloud, Inc.  
5323 Millenia Lakes Blvd.  
Suite 300  
Orlando, FL 32839

Date: 20 November 2017

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

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