

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

In the Matter of )  
 )  
Matchcom Telecommunications and )  
Phonetime, Inc. )  
Application for Global and Limited ) **ITC-214-20170227-00054**  
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.<sup>1</sup> 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 Matchcom Telecommunications, Inc. (“Matchcomm”) and Phonetime, Inc. (“Phonetime”) to abide by the commitments and undertakings set forth in the June 5, 2018 Letter of Agreement (“LOA”), a copy of which is attached hereto.

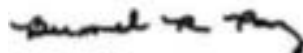
The Commission has long recognized that law enforcement, national security, and public safety concerns are part of its public interest analysis, and has accorded deference to the views of other U.S. government agencies with expertise in those areas. *See In the Matter of Comsat Corporation d/b/a Comsat Mobile Communications, etc.*, 16 FCC Rcd. 21,661, 21707 ¶ 94 (2001).

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<sup>1</sup> 47 C.F.R. § 1.41.

After discussions with representatives of Matchcom and Phonetime 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

June 15, 2017



1250 E. Hallandale Bch Blvd PH-1  
Hallandale, Fl. 33009  
954-456-3191

Date: 6/5/2018

Assistant Attorney General for National Security  
United States Department of Justice  
National Security Division  
950 Pennsylvania Avenue, N.W.  
Washington, D.C. 20530

Dear Sir:

This Letter of Agreement (“LOA” or “Agreement”) sets forth the commitments being made by Tellza Inc., pertaining to its subsidiaries, Matchcom Telecommunications Inc. and Phonetime, Inc. to the U.S. Department of Justice (“DOJ”) to address national security, law enforcement, and public safety concerns that came to the attention of DOJ upon review of Federal Communications Commission (“FCC” or “Commission”) application file number ITC-214-20170227-00054. That application 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).

This agreement also supersedes the agreement between Phonetime, Inc., Symphony Holdings, Inc. and Symphony Telecommunications, LLC and DOJ and the Department of Homeland Security (“DHS”), dated November 10, 2009, in reference to FCC IB File No. ITC-T/C-20080206-00088. That agreement served as a condition to Phonetime’s FCC authorizations and licenses as set forth in the “Petition to Adopt Authorizations and Licenses” filed by DOJ on November 19, 2009.

Tellza Inc. adopts as true and correct all statements Matchcom Communications LLC and Phonetime, Inc. have made to DOJ and the FCC in the course of the review of the above-referenced applications, and it hereby adopts those statements as the basis for this LOA. Tellza Inc. further agrees that it shall have the responsibility to comply with the terms of this LOA.

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

1.1 Tellza Inc., Matchcom Telecommunications Inc., and Phonetime, Inc. are referred to collectively herein as “TCI” or its successors in interest, “Matchcom”

means Matchcom Telecommunications Inc. or its successors in interest, and "Phonetime" means Phonetime, 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, copy, 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 TCI's personnel, contractors, service partners, subscribers, or users; (c) to add, edit, delete, reconfigure, provision or alter information or technology stored on 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 "Customer Proprietary Network Information" (CPNI) shall mean as defined in 47 U.S.C. § 222(h)(1).

1.4 "Date of this LOA" shall mean the date on which the Letter of Agreement is finalized by TCI 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 Matchcom, including information technology supporting such networks.

1.7 "Electronic Communication" has the meaning provided 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 Matchcom or Phonetime 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” (“IPDR”) is 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 and metadata collected by Matchcom or Phonetime about its customer’s internet browsing or online purchasing activities through any mechanism permitted by the services offered by Matchcom or Phonetime.

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, call-associated data, transactional data, subscriber information, or associated records.

1.15 “Network Management Capabilities” means software or applications used to manage or monitor network operations.

1.16 “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.

1.17 “Non-U.S. 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.

1.18 “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 Matchcom or Phonetime, or their subsidiaries, or third parties.

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

1.20 “Principal Network Equipment” means core network elements and any equipment, hardware, software, or applications capable of controlling Domestic Communications, as well as device controllers, signal routing and routers, devices that perform network or element management, fiber optic line termination and multiplexing, core and edge routing, network protection, radio network control subsystem, 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, pursuant to an amendment to this LOA, as may be necessary due to changes in technology, business model, management, structure of services offered, or governance of the Domestic Communications.

1.21 “U.S. Records” means Matchcom’s or Phonetime’s customer billing records, subscriber information, text, internet browsing or purchasing information, geolocation data, Customer Proprietary Network Information (CPNI) and any other related information used, processed, or maintained in the ordinary course of business relating to the services offered by Matchcom or Phonetime 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.

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

2. TCI 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.

3. Upon receipt of any Lawful U.S. Process, TCI shall place within the territorial boundaries of the United States any and all information requested by the Lawful U.S. Process within the period of time for response specified in the Lawful U.S. Process, or as required by law, and shall thereafter comply with the Lawful U.S. Process.

4. TCI 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 herein.

5. TCI agrees to provide a detailed System Security & Integrity Plan (“SSI”), which must be reviewed and approved by DOJ within 60 days of the Date of this LOA, which 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. Records obtained by Matchcom or Phonetime through the

provision of services. The SSI shall also include a plan for Matchcom and Phonetime to amend any existing contracts with third-party providers of services to require those third-parties to notify Matchcom and Phonetime in the event of a breach or loss of U.S. Records within a specified time period after discovery. TCI agrees to confer with DOJ in good faith about any aspect or term of the SSI which DOJ believes presents a national security or law enforcement concern, and to resolve that concern before finalizing any SSI and integrating it into the company's compliance plan and structure.

6. TCI 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, Geolocations Data, Internet Search Information and call data) pertaining to a wiretap order, pen/trap and trace order, subpoena, or any other Lawful U.S. Process, 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 Matchcom or Phonetime shall be referred to DOJ for prior approval as soon as possible, but no later than five (5) business days after such request is received by or made known to Matchcom or Phonetime, 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.

7. TCI also agrees to ensure that U.S. Records are not made subject to mandatory destruction under any foreign laws.

8. TCI agrees to notify the FBI and the United States Secret Service within seven (7) days if it learns that a person or entity without authorization, or in exceeding their authorization, has intentionally gained access to, used, or disclosed any of its customer's CPNI, whether through TCI's network or that of a third party used by TCI, and shall report the matter to the central reporting facility through the following portal:

<https://www.cpnireporting.gov/cpni/content/disclaimer.seam>

9. TCI agrees to maintain at all times a law enforcement point of contact ("LEPOC") in the United States who will be subject to prior approval by the 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. TCI agrees to maintain that individual as the LEPOC unless TCI has notified DOJ no less than 30 days prior to any change to its LEPOC. TCI's nominated replacement shall be subject to DOJ review and FBI approval. TCI also agrees that the designated LEPOC will have Access to all U.S. Records, and the ability to move such records into the territorial boundaries of the United States, and, in response to Lawful U.S. Process, to make such records available within the time specified in the Lawful U.S. Process, or required by law. At this time, Miguel ("Mike") A. Vazquez (a.k.a. "Mike" Vazquez) is TCI's LEPOC and has been found suitable to serve in that capacity by DOJ and the FBI.

10. TCI further agrees that it will provide advance notice to DOJ of all outsourced service providers for Matchcom or Phonetime located in whole or in part outside the United States, including but not limited to services provided in relation to:

- Managed Network Service Provider;
- 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 CPNI by any means; and,
- 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.

11. TCI agrees to provide DOJ with notice of any change to Matchcom’s or Phonetime’s business, including but not limited to changes in its corporate structure, ownership, business model, corporate name, corporate location, or business operations locations within 30 days of such change, and any change in products or services offered no less than 30 days in advance of such change.

12. TCI agrees to provide an annual report to DOJ regarding TCI’s compliance with this LOA, including:

- A statement confirming that the company’s handling of U.S. Records, Domestic Communications, and Lawful U.S. Process was in accordance with the assurances contained herein, and a list of all individuals with access to U.S. CDRs;
- An updated list of Matchcom’s and Phonetime’s Principal Equipment vendors and suppliers;
- An updated network diagram/network topology;
- A statement providing details of any occurrences of cyber-security incidences, network and enterprise breaches, and unauthorized Access to customer data and information, and Matchcom’s/Phonetime’s response, including those that happened to Matchcom’s or Phonetime’s vendors, to the extent TCI has awareness of such matters; and,
- A statement confirming the name, role and contact information of the LEPOC.



13. The annual report will be due every 1<sup>st</sup> day of May of each calendar year, beginning on May 1, 2019. The annual report and all information required to be reported by TCI 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

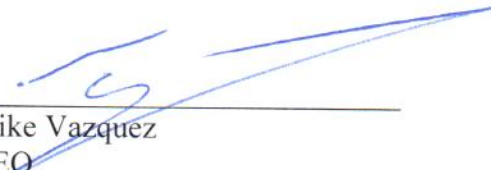
14. Courtesy electronic copies of all notices and communications required herein shall also be sent to the following or individuals identified by DOJ: Joanne Ongman at [Joanne.Ongman@usdoj.gov](mailto:Joanne.Ongman@usdoj.gov); Bermel Paz at [Bermel.Paz@usdoj.gov](mailto:Bermel.Paz@usdoj.gov); and Loyaan Egal at [Loyaan.Egal@usdoj.gov](mailto:Loyaan.Egal@usdoj.gov) and to the DOJ mailbox [FIRSTT@usdoj.gov](mailto:FIRSTT@usdoj.gov).

15. This LOA shall inure to the benefit of, and shall be binding upon, TCI and its successors, assigns, subsidiaries, and affiliates, if any. TCI agrees that, in the event that the commitments set forth in this Agreement 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 Matchcom or Phonetime or either's successors-in-interest.

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

17. TCI understands that, upon execution of this Agreement 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 FCC application file number ITC-214-20170227-00054 .

Sincerely,



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Mike Vazquez  
CEO  
Tellza Inc.