

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

In the Matter of)
)
RebTel Networks AB) **ITC-214-20170728-00131**
Application for Global and Limited)
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 RebTel Networks AB (“RebTel”) to abide by the commitments and undertakings set forth in the October 18, 2018 Letter of Agreement (“LOA”), a copy of which is attached hereto.

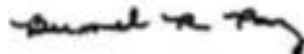
The Commission has long recognized that law enforcement, national security, and public safety concerns are part of its public interest analysis, and has accorded deference to the views of other U.S. government agencies with expertise in those areas. *See In the Matter of Comsat Corporation d/b/a Comsat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

¹ 47 C.F.R. § 1.41.

After discussions with representatives of RebTel 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,

SANCHITHA JAYARAM
Chief, Foreign Investment Review Staff
National Security Division
United States Department of Justice



BERMEL R. PAZ
National Security Division
United States Department of Justice
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October 22, 2018



October 18, 2018

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

Subject: FCC # ITC-214-20170728-00131 Application by Rebtel Networks AB 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 Rebtel Networks AB (“Rebtel”) to the U.S. Department of Justice (“DOJ”) to address national security, law enforcement, and public safety concerns arising from Rebtel’s application to the Federal Communications Commission (“FCC” or “Commission”) 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). Through the above-referenced application, Rebtel seeks global and/or limited resale authority.

Rebtel agrees that its responses to questions posed to Rebtel by DOJ, information contained in its FCC application under the above-referenced docket number, statements made to both the FCC and DOJ in the course of the review of the above-referenced application, and any attachments or supplements thereto were true and correct, and Rebtel adopts the facts contained therein.

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

1.1 “Rebtel” means Rebtel Networks AB 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 Rebtel’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 “Classified Information” shall have the meaning indicated by Executive Order 13526 and the Atomic Energy Act of 1954, or any subsequent Executive

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Order or statute regarding the protection against unauthorized disclosure of classified information.

1.4 “Date of this LOA” shall mean the date on which the Letter of Agreement is executed by Rebtel.

1.5 “Domestic Communications,” as used herein, means: (a) 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 Rebtel, 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 Rebtel from its customers regarding a customer’s or the customer’s device’s or browsing 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”) 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 Rebtel about its customer’s internet browsing or purchasing activities through any mechanism permitted by the services offered by Rebtel.

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, subscriber information, or associated records.

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


1.16 “Network Operations Center” or “NOC” 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 Rebtel, its subsidiaries, or third parties.

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

1.20 “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.

1.21 “Third-party provider” means any entity other than Rebtel that is used by Rebtel for any support services or the provision of services.

1.22 “U.S. Records” means Rebtel’s customer billing records, subscriber information, text, Internet Search Information or purchasing information, Geolocation Data, Customer Proprietary Network Information (CPNI) (as defined in 47 U.S.C. § 222(h)(1)), and any other related information used, processed, or maintained in the ordinary course of business relating to the services offered by Rebtel 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.

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

2. Rebtel 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. Rebtel further affirms that its Chief Executive Officer, Chief Operating Officer, and President understand the types of services that are covered by CALEA.

3. Rebtel agrees to notify DOJ using the DOJ points of contact provided herein no more than five (5) business days after any change to its current services portfolio. Rebtel also agrees to provide DOJ with notice within thirty (30) business days of any change to its business, including but not limited to changes in its corporate structure, ownership (5% or more of Rebtel), business model, corporate name, corporate location, business operations locations, and products or services offered.

4. Rebtel agrees to draft: (1) a Cybersecurity Plan that is consistent with the National Institute of Standards and Technology (NIST) Cybersecurity Framework; and (2) a Network Systems Security Plan (“NSSP”), which will be forwarded to DOJ within 60 days of the Date of this LOA for objection or non-objection. Rebtel’s proposed NSSP shall address, but not be limited to, information security, remote Access, physical security, cybersecurity, third party contractors, Outsourcing and Offshoring, system logs, protection of Lawful U.S. Process, including Internet Search Information and Geolocation Data, and protection of U.S. Records obtained by Rebtel through the provision of services. Rebtel’s NSSP shall include a plan for addressing data breaches or the loss of U.S. Records by any third party provider.

5. Rebtel agrees to require any third-party provider of Outsourced services to disclose any data breach of any U.S. Records, or any loss of U.S. Records, whether from a data breach or other cause, within 48 hours of the third party discovering the breach or loss. To the



extent that Rebtel has current agreements with any such third-party providers with access to U.S. Records, Rebtel agrees to amend those agreements to require those third parties to make disclosure of breaches or loss of U.S. Records consistent with this paragraph., and shall forward copies of these amended agreements to the DOJ points of contacts listed herein within five (5) business days upon request by DOJ.

6. Rebtel 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 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 Rebtel shall be referred to DOJ for prior approval as soon as possible, but not later than five (5) business days after such request is received by or made known to Rebtel, 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. Rebtel also agrees to ensure that U.S. Records are not made subject to mandatory destruction under any foreign laws. Rebtel agrees to make available within the territorial boundaries of the United States all information requested by any Lawful U.S. Process within the period of time specified in that Lawful U.S. Process, or the period of time required by U.S. federal or state law or regulation for response.

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

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

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

a. The LEPOC will be an employee of or attorney for Rebtel, 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 and 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;



- c. Before nominating a LEPOC, Rebtel 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 Rebtel to DOJ and the FBI at the time Rebtel nominates the LEPOC;
- e. Rebtel agrees that the LEPOC will not be deemed acceptable to DOJ for purposes of this LOA until DOJ agrees. If the nominated LEPOC is acceptable to the DOJ, Rebtel agrees to maintain that individual as the LEPOC;
- f. If Rebtel needs to change the LEPOC, Rebtel will give DOJ 30 days' 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 for the change in the LEPOC;
- g. Rebtel 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 (5) 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 DOJ contacts set forth herein.

10. Rebtel 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 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.

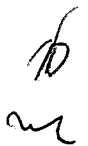
11. Rebtel agrees to provide an annual report to DOJ regarding the company's compliance with this LOA, including:

- a. A statement confirming that there were no changes if 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;
- b. A statement regarding Rebtel'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 Lawful U.S. Process was in accordance with the assurances contained herein, including confirmation that no U.S. Records were lost through any third party provider;
- d. A statement explaining any changes in the services that Rebtel 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 Rebtel's Principal Equipment vendors and suppliers;
- g. An updated NSSP and any associated 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 Rebtel's response, whether or not these occurrences involved Rebtel or its third-party providers;
- i. A statement confirming the name, 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.

12. The annual report will be due the 31st day of January of each calendar year, beginning on January 31, 2019. The annual report and all information required to be reported by Rebtel 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



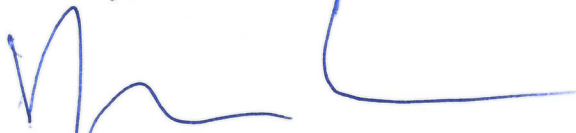
13. Courtesy electronic copies of all notices and communications required herein shall also be sent to the following or individuals identified by DOJ: Loyaan Egal (at Loyaan.Egal@usdoj.gov); Bermel Paz (at Bermel.paz@usdoj.gov); and to the DOJ mailbox FIRSTT@usdoj.gov.

14. This LOA shall inure to the benefit of, and shall be binding upon, Rebtel and its successors, assigns, subsidiaries, and affiliates, if any. As such, this LOA supersedes an agreement dated August 14, 2007, between Rebtel Services S.à.r.l. ("Rebtel Services") and DOJ, the Federal Bureau of Investigation ("FBI"), and the U.S. Department of Homeland Security ("DHS"), which served as a condition to Rebtel Services' Section 214 authorization, ITC-214-20070124-00032. Rebtel 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 Rebtel or its successors-in-interest.

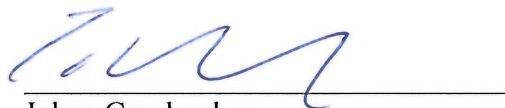
15. Nothing in this letter is intended to excuse Rebtel from its obligations to comply with any and all applicable legal requirements and obligations, including any and all applicable statutes, regulations, requirements, or orders.

16. Rebtel 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 Rebtel's application.

Sincerely,



Mangus Larsson
Board Member, Chairman



Johan Granlund
Board Member