

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

In re Application of )  
 )  
**Neutral Networks USA Inc.** )  
 )  
For authority pursuant to Section 214 of the ) FCC IBFS # ITC-214-20180314-00054  
Communications Act of 1934, as amended, to )  
provide facilities-based and resale services )  
between the United States and permissible )  
international points )

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

The U.S. Department of Justice (“DOJ”) 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, DOJ 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 assurances of Neutral Networks USA Inc. (“Neutral”) to abide by the commitments and undertakings set forth in the July 30, 2019 Letter of Agreement (“LOA”), a copy of which is attached to this filing.

Pursuant to Section 214(a) of the Communications Act, as amended, no carrier may provide service until it obtains from the Commission a certificate that the present or future public convenience and necessity require such services. 47 U.S.C. § 214(a). Section 63.18 of the

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<sup>1</sup> 47 C.F.R. § 1.41 (2017).

Commission rules, which implements Section 214 of the Communications Act, requires that an application for international section 214 authority “include information demonstrating how the grant of the application will serve the public interest, convenience, and necessity.” 47 C.F.R. § 63.18. As part of the Commission’s public interest analysis, the Commission considers whether such an application raises national security, law enforcement, foreign policy, or trade policy concerns related to the applicant’s foreign ownership. *See In the Matter of China Mobile International (USA) Inc.*, FCC 19-38, 2019 WL 2098511, ¶ 2 (May 10, 2019) (denying an international Section 214 application and finding that grant of the application would raise substantial and serious national security and law enforcement risks that could not be addressed through a mitigation agreement). With regard to these concerns, the Commission has long sought the expertise of the relevant Executive Branch agencies and has accorded deference to their expertise when they have identified such a concern in a particular application. *Id.*

After discussions with representatives of Neutral in connection with the above-referenced proceeding, DOJ has concluded that the additional commitments set forth in the LOA will help ensure that those agencies with responsibility for enforcing the law, protecting the national security, and preserving public safety can proceed appropriately to satisfy those responsibilities.

Accordingly, DOJ 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 July 30, 2019 LOA attached to this filing.

August 2, 2019

Respectfully submitted,

LOYAAN A. EGAL  
Deputy Chief  
Foreign Investment Review Staff  
National Security Division  
United States Department of Justice

/s/ Alice Suh Jou  
Alice Suh Jou  
Attorney  
Foreign Investment Review Staff  
National Security Division  
United States Department of Justice  
Washington, DC 20530

Date July 30, 2019

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

**Subject:** FCC IBFS # ITC-214-20180314-00054  
Application by Neutral Networks USA Inc. for authority pursuant to Section 214 of the Communications Act of 1934, as amended, to provide facilities-based and resale services between the United States and permissible international points.

Dear Sir/Madam:

This Letter of Agreement (“LOA” or “Agreement”) sets forth the commitments made by Neutral Networks USA Inc. (“Neutral”) to the U.S. Department of Justice (“DOJ”) in order to address national security, law enforcement, and public safety concerns arising from Neutral’s application to the Federal Communications Commission (“FCC”) requesting authority to provide facilities-based and resale services between the United States and permissible international points pursuant to Section 214 of the Communications Act of 1934, as amended. 47 U.S.C. § 214.

Neutral seeks authorization to provide facilities-based and resale-based services under 47 C.F.R. § 63.18(e)(1), (2). Neutral intends to provide non-switched services through a fiber optic cable connecting Neutral’s facilities in Laredo, Texas and Monterrey, Mexico: (1) Data/private line services; (2) transport facilities; and (3) leased lines. Neutral does not intend to provide switched services or subscriber services such as Voice over Internet Protocol (“VoIP”), broadband Internet access, calling cards, Mobile Virtual Network Operator (“MVNO”), Virtual Private Network (“VPN”), or managed VoIP services to end-users.

## **1. Definitions Used in the LOA**

1.1. “Access” means the ability to undertake physically or logically 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 add, edit, delete, reconfigure, provision, or alter information or technology stored on or by software, hardware, a system or network;
- c) to alter the physical or logical state of software, hardware, a system or network.

1.2. “Customer Proprietary Network Information” or “CPNI” means as set forth in 47 U.S.C. § 222(h)(1).

1.3. “Date of this LOA” means the date on which Neutral executes this LOA.

1.4. “Days” means calendar days unless otherwise specified.

1.5. “Domestic Communications” or “DC” means

- a) wire communications, or electronic communications (whether stored or not), from one location within the United States to another location within the United States; or
- b) The United States 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” or “DCI” means any systems, equipment, hardware, software, or applications that capture or control, or transmit the flow of domestic communications on behalf of Neutral, including information technology supporting such networks.

1.7. “Electronic Surveillance” means:

- a) the interception of wire, oral, or electronic communications as set forth in 18 U.S.C. § 2510(1), (2), (4) and (12), respectively, and electronic surveillance as set forth 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 set forth 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);
  - f) access to or acquisition, interception, or preservation of, wire, oral, or electronic communications or information as described in (i) through (v) above and comparable state laws.
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1.8. “Foreign” means non-United States.

1.9. “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.

1.10. “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, associated records, or other information described in such lawful materials.

1.11. “Managed Network Service Provider” or “MNSP” means any third party that has Access to Principal Equipment for the purpose of:

- a) network operation; provisioning of Internet and telecommunications services; routine, corrective, and preventative maintenance, including switching, routing, and testing; network and service monitoring; network performance, optimization, and reporting; network audits, provisioning, creation and implementation of modifications or upgrades; or
- b) provision of DC or operation of DCI, including: customer support; OSS; BSS; Network Operations Centers (“NOCs”); information technology; cloud operations/services; 5G (SDN, NFV, Applications); and datacenter services and operations.

1.12. “Network Operations Center” or “NOC” means any locations and facilities performing network management, monitoring, accumulating accounting and usage data, maintenance, user support, or other operational functions for DC.

1.13. “Network Systems Security Plan” or “NSSP” means a network systems security plan that addresses information security, remote access, physical security, cybersecurity, third-party contractors (managed service providers), Outsourcing and Offshoring, maintenance and retention of system logs, protection of Lawful U.S. Process, protection of U.S. Records obtained by Neutral from customers or through provision of services, and data breach notifications.

1.14. “NIST-Compliant Cybersecurity Plan” means a cybersecurity plan that complies with the most recently published version of the National Institute of Standards and Technology (NIST) Cybersecurity Framework, available at <https://www.nist.gov/cyberframework>.

1.15. “Offshore” means performing obligations of this LOA using entities and personnel outside of the territorial limits of the United States, whether or not those entities or personnel are employees of Neutral.

1.16. “Outsource” means, with respect to DC, supporting the services and operational needs of Neutral at issue in this LOA using contractors or third parties.

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1.17. “Person” means any natural person or legal entity.

1.18. “Personally Identifiable Information” or PII means any information that uniquely identifies and correlates to a natural Person or can be used to distinguish or trace a natural Person's identity, alone, including his or her name, social security number, or biometric records, or when combined with other personal or identifying information that is linked or linkable to a specific individual, including date and place of birth, or parent's surname, including any "personal identifier information" as set forth in 31 C.F.R. § 800.402(c)(6)(vi)(B).

1.19. “Principal Equipment” means all primary telecommunications and information network (*e.g.*, wireline, wireless, subsea, satellite, LAN, WAN, WLAN, SAN, MAN, IP, MPLS, FR, Wi-Fi, 3G/4G/LTE, 5G, etc.) equipment (*e.g.*, hardware, software, platforms, OS, applications, protocols) that supports core telecommunications or information services (*e.g.*, voice, data, text, MMS, FAX, video, Internet, OTT, Apps), functions (*e.g.*, network/element management, maintenance, provisioning, NOC, etc.), or operations (*e.g.*, OSS/BSS, customer support, billing, backups, cloud services, etc.), including but not limited to routers, servers, circuit switches or soft-switches, PBXs, call processors, databases, storage devices, load balancers, radios, smart antennas, transmission equipment (RF/Microwave/Wi-Fi/Fiber Optic), RAN, SDR, equalizers/amplifiers, MDF, digital/optical cross-connects, PFE, multiplexers, HLR/VLR, gateway routers, signaling, Network Function Virtualizations, hypervisors, EPC, BSC, BT, or eNodeB.

1.20. “Security Incident” means

- a) Any known or suspected breach of this LOA, including a violation of any approved policy or procedure under this LOA;
- b) Any unauthorized Access to, or disclosure of, PII;
- c) Any unauthorized Access to, or disclosure of, information obtained from or relating to Government entities; or
- d) Any one or more of the following which affect the company’s computer network(s) or associated information systems: (A) Unplanned disruptions to a service or denial of a service; (B) Unauthorized processing or storage of data; (C) Unauthorized modifications to system hardware, firmware, or software; or (D) Attempts from unauthorized sources to Access systems or data if these attempts to Access systems or data may materially affect company’s ability to comply with the terms of this LOA.

1.21. “Subscriber Information” means any information of the type referred to and accessible subject to the procedures set forth in 18 U.S.C. § 2703(c)(2) or 18 U.S.C. § 2709, as amended or superseded.

1.22. “Team Telecom” or “Team Telecom Agencies” means the Department of Justice (USDOJ), including the Federal Bureau of Investigation (FBI), the Department of Homeland Security (DHS), and the Department of Defense (DoD).

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1.23. “U.S. Records” means Neutral’s customer billing records, Subscriber Information, PII, CDRs, CPNI, and any other information used, processed, or maintained in the ordinary course of business related to the services offered by Neutral within the United States, including information subject to disclosure to a U.S. federal or state governmental entity under the procedures set forth in 18 U.S.C. § 2703(c), (d) and 18 U.S.C. § 2709.

## **2. Law Enforcement Point of Contact**

2.1. Neutral agrees to maintain a law enforcement point of contact (“LEPOC”) in the United States subject to approval by USDOJ, including the FBI. The LEPOC shall be a U.S. citizen residing in the United States unless USDOJ otherwise agrees in writing. The LEPOC must be approved by the FBI to receive the service of Lawful U.S. 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.

2.2. Neutral agrees to provide the LEPOC’s PII to USDOJ within fifteen (15) days from the Date of this LOA.

2.3. Neutral agrees to notify USDOJ and the FBI in writing at least 30 days prior to modifying its LEPOC for USDOJ and FBI objection or non-objection.

2.4. Neutral agrees that the LEPOC will have Access to all U.S. Records and, in response to Lawful U.S. Process, will make such records available to U.S. law enforcement agencies promptly and, in any event, no later than five (5) days after receiving such Lawful U.S. Process unless granted an extension by USDOJ.

## **3. Communications Assistance for Law Enforcement Act**

3.1. Neutral agrees that it will comply with all applicable U.S. lawful interception statutes, regulations, and requirements, including the Communications Assistance for Law Enforcement Act (“CALEA”), 47 U.S.C. § 1001 et seq, its implementing regulations, and all court orders and other legal process for lawfully authorized electronic surveillance and other Lawful U.S. Process.

3.2. Neutral represents that it will not provide switched services, or subscriber services, including VoIP, broadband Internet access, calling cards, MVNO, VPN, or managed VoIP services to end-users in the United States. Neutral represents that it therefore will not have the capacity to intercept individual communications.

3.3. Neutral agrees to provide written notice to USDOJ at least 30 days before offering switched, subscriber or end-user services, or any other services that affect its CALEA compliance obligations. Neutral agrees that providing such services may warrant modification of this LOA and, if requested by USDOJ, agrees to negotiate in good faith and promptly with

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USDOJ to enter into a revised LOA.

#### **4. Lawful U.S. Process**

4.1. Neutral agrees to comply with all court orders and Lawful U.S. Process, including process relating to Electronic Surveillance.

4.2. Upon receipt of any Lawful U.S. Process, Neutral shall place any and all information responsive to the Lawful U.S. process within the territorial boundaries of the United States 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.

4.3. Neutral agrees not to provide, or otherwise allow the disclosure of, or Access to, U.S. Records, Domestic Communications, or any information (including call content and call data) to any Foreign government or Foreign Person without prior written consent of USDOJ or a court of competent jurisdiction in the United States.

4.4. Neutral agrees not to disclose the receipt of Lawful U.S. Process, or compliance with Lawful U.S. Process, to any Foreign Government, Foreign person, or any person not authorized under the Lawful U.S. Process, without prior written consent of USDOJ or a court of competent jurisdiction in the United States.

4.5. Neutral agrees to ensure that U.S. Records are not made subject to mandatory destruction under any foreign laws.

#### **5. Foreign Access and Requests for Information**

5.1. Neutral agrees not to provide, or otherwise allow the disclosure of, or Access to, U.S. Records, Domestic Communications, or any information (including call content and call data) to any Foreign Government or Foreign person without prior written consent of USDOJ or a court of competent jurisdiction in the United States.

5.2. Neutral agrees not to disclose the receipt of Lawful U.S. Process, or compliance with Lawful U.S. Process, to any Foreign Government, Foreign person, or any person not authorized under the Lawful U.S. Process without prior written consent of USDOJ or a court of competent jurisdiction in the United States.

5.3. Neutral agrees to refer to USDOJ any requests for information from a Foreign Government or Foreign person, including any legal process from a Foreign Government, as soon as possible, but in no event later than five days after such a request or legal process is received by, or made known to Neutral unless disclosure of the request or legal process would be in violation of U.S. law, or in violation of an order of a court of competent jurisdiction in the United States.

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5.4. Neutral agrees that it will not comply with such requests from any Foreign Government or Foreign person without written approval from USDOJ or an order of a court of competent jurisdiction in the United States.

## **6. Unauthorized Access and Security Incidents**

6.1. Neutral agrees to take all practicable measures to prevent unauthorized Access to U.S. Records, Domestic Communications, the DCI, or any information relating to U.S. Persons.

6.2. Neutral agrees to take all practicable measures to prevent any unlawful use or disclosure of information relating to U.S. Records, Domestic Communications, or any information relating to U.S. Persons.

6.3. Neutral agrees to draft and implement a NIST-Compliant Cybersecurity Plan and a Network Systems Security Plan (NSSP). Neutral agrees to submit drafts of the NIST-Compliant Cybersecurity Plan and NSSP to USDOJ within 90 days of the Date of this LOA to USDOJ for approval.

6.4. Prior to acquiring customers, or within 90 days of the Date of this LOA, whichever is earlier, Neutral agrees to update and submit to USDOJ for approval any draft security policies provided to DOJ during the pending application to reflect Neutral's actual infrastructure and colocation arrangements. A lack of objection by USDOJ within 30 days of submission of an updated Network Security Policy will be considered an approval by USDOJ.

6.5. Neutral agrees not to allow any person, entity, provider, or subsidiary to sell or collect information such as web activities, contact lists, location data, Internet Protocol addresses, or other information relating to any customer of Neutral for third party use (including use by MNSPs, or by Neutral's parent companies, subsidiaries, or affiliated entities) without receiving express consent from the customer.

6.6. Neutral agrees to report to USDOJ promptly if it learns of information that reasonably indicates:

- a) A Security Incident;
- b) Unauthorized Access to, or disclosure of, any information relating to services provided by Neutral, or referring or relating in any way to Neutral's customers in the United States or its territories;
- c) Any unauthorized Access to, or disclosure of, Domestic Communications in violation of federal, state, or local law; or
- d) Any material breach of the commitments made in this LOA.

6.7. Neutral agrees to require any third-party service provider 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 Neutral already has agreements with any third-party service providers with Access to U.S. Records,

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Neutral agrees to amend those agreements to require those third parties to disclose any breaches, or loss of U.S. Records consistent with this paragraph, and it shall forward copies of those amended agreements to USDOJ within ten (10) days of executing those amendments.

6.8. Neutral agrees to notify USDOJ in writing of any of the incidents or breaches described in this section. The notification shall take place no later than 15 days after Neutral or any third party providing Outsourced or Offshore services to Neutral discovers the incident, intrusion, or breach has taken or taking place, or sooner when required by statute or regulations.

6.9. Neutral agrees to notify the FBI and U.S. Secret Service within seven (7) business days upon learning that a person without authorization, or in exceeding their authorization, has gained Access to, used, or disclosed any of its customer's information, including CPNI, or that of a third party used by Neutral, and shall report the matter to the central reporting facility through the following portal:

<https://www.cpnireporting.gov>

## **7. Principal Equipment and Equipment Vendor List**

7.1. Neutral agrees to provide USDOJ within 90 days from the Date of this LOA a Principal Equipment List for USDOJ objection or non-objection. The Principal Equipment List shall include the following:

- a) a complete list of all Principal Equipment, including:
  - i. a description of each item and the functions supported,
  - ii. each item's manufacturer, and
  - iii. the model or version number (or both, if applicable) of any hardware or software.
- b) a complete list of vendors, contractors, or subcontractors involved in providing, installing, operating, managing, or maintaining the Principal Equipment.

7.2. Neutral agrees to provide USDOJ for objection or non-objection notice of any changes to the Principal Equipment at least 30 days prior to any introduction of new Principal Equipment not previously disclosed to Team Telecom, or 30 days prior to any changes or modifications to any previously-disclosed Principal Equipment.

7.3. Neutral agrees to provide USDOJ with the names of providers, suppliers, and entities that will perform any maintenance, repair, or replacement that may result in any material modification to its Principal Equipment or systems or software used with or supporting the Principal Equipment.

## **8. Identity Management, Authentication and Access Control**

8.1. Neutral agrees to take all practicable measures to prevent unauthorized Access to

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physical and logical assets and associated facilities. As of the Date of this LOA, Neutral has identified principal facilities in the United States and Mexico.

8.2. Neutral agrees that it will comply with policies (including a NIST-Compliant Cybersecurity Plan and an NISSP) that ensure Access to physical and logical assets and associated facilities is limited to authorized users, processes, and devices, and is managed consistent with the assessed risk of unauthorized Access to authorized activities and transactions.

8.3. Neutral agrees to maintain physical access logs to its U.S. and Mexico facilities. Neutral also agrees to permit USDOJ and the FBI to audit physical access logs upon request, and at least once a year as part of the Annual Report.

8.4. Neutral agrees to maintain customer lists of customers permitted Access to Neutral's facilities (including facilities in the United States and Mexico) and to permit USDOJ and the FBI to audit customer lists upon request, and at least once a year as part of the Annual Report.

8.5. Neutral agrees to provide physical access to its facilities to USDOJ, FBI, and Team Telecom Agencies upon request.

## **9. Outsourced or Offshored Services and Records Storage**

9.1. Neutral agrees to notify USDOJ in writing at least thirty days prior to the use of any new Outsourced or Offshore service providers, including but not limited to services provided for:

- a) MNSP services;
- b) Network operation center(s);
- c) Network maintenance services;
- d) Billing or customer support services;
- e) Any operation or service that could potentially expose the DCI, Domestic Communications, or U.S. Records to include CPNI such as CDRs; and
- f) Deploying 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.

9.2. USDOJ agrees to object or non-object to any new Outsourced or Offshore service providers, within 30 business days of receiving notice.

9.3. Neutral agrees to notify USDOJ in writing at least 30 days prior to storing any U.S. Records outside of the United States for USDOJ objection or non-objection. Such notice shall include:

- a) A description of the type of information to be stored outside of the United States;
- b) The custodian of the information (even if such custodian is Neutral);
- c) The location where the information is to be stored; and
- d) The factors considered in deciding to store that information outside of the United States.

9.4. Neutral agrees to notify USDOJ in writing at least 30 days before authorizing any Foreign entity (including any MNSP) to access U.S. Records from any Foreign location or store U.S. Records at any Foreign location, and agrees to obtain written approval from USDOJ before doing so.

## **10. Change in Ownership and Service Portfolio**

10.1. Neutral agrees to provide USDOJ with notice of any changes to its business, including but not limited to corporate structure changes, ownership changes, corporate name changes, business model changes, corporate headquarter location changes, or business operation location changes at least thirty days in advance of such change.

10.2. Neutral agrees to provide USDOJ with notice of any material change to its current portfolio of services offering, including offers of other services beyond its current portfolio at least thirty days in advance of such change.

10.3. Neutral agrees that material changes to its ownership and services may warrant modification of this LOA and, if requested by USDOJ, agrees to negotiate in good faith and promptly with USDOJ to enter into a revised LOA.

## **11. Annual Report and Compliance Monitoring**

11.1. Neutral agrees to provide USDOJ timely access to personnel, information, and facilities to verify Neutral's compliance with the substantive terms of this mitigation agreement on an as-needed basis.

11.2. Neutral agrees to provide an annual report to USDOJ regarding Neutral's compliance with this Agreement. The annual report will include:

- a) Certification that there were no changes (where no changes were reported to USDOJ during the preceding year);
- b) Physical access logs and customer lists of those accessing Neutral's principal facilities in the United States and Mexico;
- c) Notice(s) regarding the company's handling of U.S. Records, Domestic Communications, and Lawful U.S. Process (*i.e.*, whether handled properly and in accordance with the assurances contained herein) including a list of individuals with Access to U.S. Records;

- d) 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);
- e) Notification(s) of any relationships with Foreign-owned telecommunications partners, including any network peering (traffic exchange) relationships;
- f) Updated network diagrams showing all network points of presence and devices;
- g) Updated NISSP and NIST-Compliant Cyber Security Plans;
- h) Report(s) of any occurrences of Security Incidents including but not limited to cyber-security incidences, network and enterprise breaches, and unauthorized Access to U.S. Records;
- i) Recertification of the services that Neutral provides or confirmation that no additional services are being offered;
- j) A re-identification of the name of and contact information of the LEPOC and Compliance Officer; and
- k) Notifications regarding any other matter of interest to this LOA.

The annual report will be due each calendar year beginning one (1) year from the Date of this LOA, and shall be addressed as required of all Notices required or permitted by this Agreement.

## **12. Notices**

12.1. All notices required or permitted by this Agreement shall be submitted in writing and delivered by hand delivery, overnight courier, or pre-paid certified or registered mail, with proof of delivery, and must also be transmitted by e-mail to USDOJ.

12.2. Any such notice shall be deemed to have been given on the day that USDOJ provides confirmation of receipt.

12.3. Notices shall be delivered to the mailing addresses as follows:

To Neutral:

5433 Shannon Ridge LN, San Diego CA 92130  
Attention: Juvenal Garnica Yopez  
Point of Contact to Neutral Networks USA, Inc.

With a second copy to:

J.G. Harrington

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Counsel to Neutral Networks USA, Inc.  
Cooley LLP  
1299 Pennsylvania Avenue, NW  
Suite 700  
Washington, DC 20004

To USDOJ:

Assistant Attorney General for National Security  
U.S. Department of Justice  
National Security Division  
950 Pennsylvania Avenue NW  
Washington, DC 20530  
Attention: Foreign Investment Review Section / Team Telecom

With a second copy to:

Foreign Investment Review Section / Team Telecom  
U.S. Department of Justice  
National Security Division  
3 Constitution Square, 175 N Street NE  
Washington, DC 20002  
(202) 233-0751

12.4. Notices shall also be delivered to the e-mail addresses as follows:

To Neutral: Juvenal Garnica Yopez (juvenal@dicotel.com.mx); Gabriel Navarro (gabriel.navarro@evengroup.mx; Fabiola Segovia Martínez (fabiola.segovia@evengroup.mx); and J.G. Harrington (jgharrington@cooley.com)

To USDOJ: FIRS Team (FIRS-TT@usdoj.gov); Alice Suh Jou (Alice.S.Jou2@usdoj.gov) and Loyaan Egal (Loyaan.Egal@usdoj.gov)

### **13. Representations and Warranties**

13.1. Neutral represents and warrants as true and correct all statements made by Neutral and its representatives (including counsel) have made to USDOJ, other Team Telecom Agencies, and the FCC, including any statements during the application review process. Neutral agrees that any material misrepresentation to DOJ, FCC or Team Telecom Agencies during the application review process constitutes a breach of the commitments of this LOA.

### **14. Miscellaneous**

14.1. Neutral agrees to designate one individual as a “Compliance Officer” to oversee

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compliance with the terms of this LOA, who shall be a person at the executive-level of the company with sufficient experience, and Neutral shall notify USDOJ of the identity of this individual no later than 30 days after the Date of this LOA.

14.2. Neutral agrees that USDOJ will review the terms of this LOA each year for the first two years after the FCC approves the application to evaluate, in light of Neutral's compliance with this LOA and any changes to Neutral's business or portfolio of services offerings, whether the terms of the LOA remain sufficient to resolve all national security, law enforcement, or public safety concerns.

14.3. Neutral agrees to negotiate in good faith and promptly with USDOJ if USDOJ finds that the terms of this LOA are inadequate to resolve any national security, law enforcement, or public safety concerns.

14.4. Neutral agrees that in the event that Neutral breaches the commitments set forth in this LOA, USDOJ may request that the FCC modify, condition, revoke, cancel, terminate, or render null and void any relevant license, permit, or other authorization granted by the FCC to Neutral, or its successors-in-interest, in addition to pursuing any other remedy available in law or equity.

14.5. Neutral understands that, upon execution of this LOA by an authorized representative or attorney, or shortly thereafter, USDOJ agrees to notify the FCC that it does not object to the FCC's grant of Neutral's application conditioned upon compliance with this LOA.

For and on behalf of Neutral Networks USA, Inc.



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Gabriel Navarro Assad  
Legal Representative



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**Attachment 1 - Required or Permitted Notices**

<b>Required Notice</b>	<b>LOA Provision</b>	<b>Due date (from Date of LOA)</b>
LEPOC's PII	2.2	+15 days
Updated draft security policies	6.4	+90 days, or before acquiring customers
NIST-Compliant Cybersecurity Plan Network Systems Security Plan	6.3	+ 90 days
Principal Equipment List	7.1	+90 days
Annual Report	11.2	+1 Year

<b>Permitted Notice</b>	<b>LOA Provision</b>	<b>Due date</b>
Change to the LEPOC	2.3	30 days before change
New switched, subscriber or end- user services	3.3	30 days before starting service
Discovery of Security Incident, other incidents or breaches	6.8	15 days after discovery
Change to Principal Equipment List	7.2	30 days before change
Outsourced or Offshored services and records storage	9.1	30 days before using
Change in ownership and services	10	30 days before change